

## **General Terms and Conditions of the Transport order.**

1. These general terms and conditions of the transport order (hereinafter referred to as the "General Terms and Conditions of the Order"), which constitute an integral part of the transport contract, specify the conditions of the execution of the goods transport order by the Contractor, as well as the rights and obligations of the Contractor and the Client, i.e. RAGNAR LOGISTICS Sp. z o. o., ul. Łódzka 208 B, 42-218 Częstochowa, NIP: 5732894821 (hereinafter referred to as the "Principal"), as well as the Contractor's liability resulting from the Contractor's execution of the goods in the transport order. The content of the transport contract is specified in the transport order, the Order Terms and Conditions indicated in the transport order and these General Order Terms and Conditions. Upon acceptance of the transport order, the Contractor also accepts the General Terms and Conditions of the Order. Commencing the execution of the order is tantamount to the acceptance of the Order Terms specified in the transport order and the General Terms and Conditions of the Order by the Contractor.
2. These General Order Terms and Conditions constitute an integral part of the order. No refusal by the Contractor to accept the order sent within 15 minutes from the date of sending him the transport order by fax or e-mail is tantamount to accepting such an order for the execution on the terms specified therein. The refusal referred to the above should be sent by fax or e-mail to the data provided in the order. The subject of the order is the transport of goods under the conditions specified in the order and the General Terms and Conditions of the order. The acceptance of an order also means taking any actions aimed at its implementation.
3. The General Terms and Conditions of the Order apply to transport orders concerning international road transport of goods and domestic road transport of goods.
4. The provisions of the CMR Convention, the Act of November 15, 1984 on Transport Law and the Civil Code apply to the transport order, the subject of which is the international carriage of goods by road. The provisions of the Act of November 15, 1984, Transport Law and the Civil Code apply to the transport order, the subject of which is the domestic transport of goods by road.
5. If, on behalf of the Contractor, activities including concluding a transport contract 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 or a person disclosed in public registers (KRS or CEiDG) as the Contractor's representative, the person undertaking these activities declares that it is authorized by the Contractor to perform them on behalf of the Contractor, in particular to conclude transport contracts on his behalf. If a person who does not have the Contractor's authorization or acts beyond the scope of his authorization has concluded a transport contract with the Principal on behalf of the Contractor, he undertakes to immediately confirm the terms of this contract with the Contractor, and in the absence of such confirmation, he shall be liable to the Principal for any damages caused by concluding a transport contract with the Principal without the authorization of the Contractor or exceeding its scope.
6. The Contractor is obliged to immediately, i.e. within 1 day from the date of unloading the ordered transport, deliver to the Principal scans of a set of CMR or WZ transport documents or other means of distance communication (e.g. e-mail). If the subject of the order is the transport of goods, which requires execution at a controlled temperature, the Contractor is additionally obliged to provide a printout from the temperature recorder covering the order execution period. In the event of the

Contractor's delay in sending scans of the set of documents referred to in the preceding sentences, the Contractor will pay a contractual penalty of EUR 30 to the Principal. The principal is entitled to claim compensation on general terms exceeding the contractual penalty stipulated in the preceding sentence.

7. The Contractor is obliged to provide the Principal with the following documents no later than on the day of accepting the order, but no later than 30 minutes before the commencement of the activities specified in the transport order:
- Carrier's liability insurance policy or carrier's liability insurance contract
  - General Terms and Conditions applicable to the carrier's liability insurance contract concluded by the Contractor
  - Confirmation of payment of the carrier's liability insurance policy

If the Contractor fails to fulfill the obligation to provide the documents indicated above within the period referred to in the first sentence, the Principal is entitled to withdraw from the contract, without the need to set an additional deadline for the Contractor to fulfill this obligation and without the Principal incurring any costs from this title. The Principal may submit a declaration of withdrawal from the contract no later than when the Contractor delivers the vehicle for loading.

If the Principal submits a declaration of withdrawal from the contract referred to in the preceding sentence, the Contractor is not entitled to a claim against the Principal for payment of the agreed freight or other remuneration, in any part, and the Contractor is not entitled to a claim for reimbursement of costs incurred for the execution of the order, if any were incurred by the Contractor.

8. The invoice payment deadline is 60 days from the date of sending the Principal a correctly issued VAT invoice together with a set of original documents confirming the execution of the transport. A VAT invoice may be sent at the earliest upon sending a set of original documents confirming the execution of the transport contract. Sending a VAT invoice without simultaneously sending a set of originals of these transport documents is defective and ineffective and does not result in the commencement of the payment deadline referred to in the first sentence (this does not apply to cases where a set of original documents confirming the execution of the transport contract were sent to the Principal in the period preceding the sending of the VAT invoice). ). In the case referred to in the preceding sentence, the Contractor is obliged to send a set of original documents confirming the execution of the transport contract along with a correction of the VAT invoice in terms of the payment deadline, which in this case is 60 days from the date of sending the set of originals of these documents.

The date of payment for the invoice is the date of debiting the Customer's account with a transfer for payment of the invoice.

The documents confirming the transport are the original: consignment note, international CMR consignment note and other documents accompanying the WZ shipment (liefierschein, delivery note, nota di consegna, bon de livraison). Each document should be stamped by the people participating in the transport, signed and dated. If the customs procedure is used, the Customer is obliged to send, together with the VAT invoice, a document confirmed by the competent Customs Office confirming its correct completion. In case of doubts as to the obligation to open or carry out a customs procedure, the Contractor should ask the Principal for instructions.

9. In settlements with the Principal, the Contractor may use two bank account numbers, i.e. one for settling payments in Polish currency and the other for settling payments in EURO (hereinafter referred to as "Proper Accounts"). As part of the Contractor's execution of the first order for the Principal, the Contractor indicates the Appropriate Accounts, which the Principal will place in the contractor's account created for the Contractor in the Principal's settlement program as appropriate for settling payments with the Contractor. The Principal makes the payment for the execution of the order by the Contractor to one of the Appropriate Accounts, depending on whether the payment is made in Polish currency or EURO currency. Each time the Contractor changes one of the Appropriate Accounts or each time an account other than one of the Appropriate Accounts is indicated on the invoice, the Principal is entitled to charge the Contractor a handling fee of EUR 15. The fee referred to in the preceding sentence may be deducted from the freight due to the Contractor's execution of the order.
10. ATTENTION!! IF YOUR ORDER INCLUDES AN ADDITIONAL PAGE WHICH CONTAINS THE ATTESTATION STATEMENT, PLEASE COMPLETE THE FORM AND ATTACH IT TO THE INVOICE.
11. The VAT invoice should be issued in EUR with 23% VAT converted into PLN at the average NBP exchange rate on the day preceding unloading. The VAT invoice must be issued in EUR and PLN. The exception is exports and imports outside the European Union - then the VAT rate is 0
12. INVOICE PAYABLE IN EURO OR PLN. PLEASE ISSUE DUAL CURRENCY INVOICES
13. The VAT invoice must include two account numbers, i.e. in PLN and EUR.
14. The VAT invoice together with transport documents should be sent to the following address:  
RAGNAR LOGISTICS Sp. z o. o., ul. Łódzka 208 B, 42-218 Częstochowa. For other matters, please contact us by e-mail at the following e-mail addresses:
  - **Payments (information on the payment terms of our obligations)**  
e-mail: [platnosci@ragnarlogistics.com](mailto:platnosci@ragnarlogistics.com)
  - **Debt collection (topics to clarify our receivables, missing documents, attestation)**  
e-mail: [monitoring@ragnarlogistics.com](mailto:monitoring@ragnarlogistics.com)
  - **Invoicing (missing cmr, service invoice needed)**  
e-mail: [dokumenty@ragnarlogistics.com](mailto:dokumenty@ragnarlogistics.com)
15. In the event of any complaint regarding the performed transport order: the remuneration deadline is extended until the complaint is considered and any doubts are clarified. If the recipient of the load raises any objections, the payment will be suspended until clarification. 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 order, the Contractor declares that he has appropriate conditions, experience and knowledge enabling him to perform the order, has third party liability insurance for

the vehicles used to perform the order and third party liability insurance for the carrier with a full range of insurance - without exclusions in the scope of: theft and robbery of goods, property accepted for transport and lack of responsibility for subcontractors. At the same time, the Contractor is obliged to perform the contract in accordance with its content and the provisions of national and international law, in particular the Road Transport Act and the Road Traffic Act. The Contractor declares that it also has appropriate cars enabling the performance of the contract and a staff of drivers.

18. As part of the execution of the order, if the original sender/loader fails to prepare the goods, the Contractor undertakes to wait at the loading place for up to 48 hours counted from the last hour indicated in the order as the loading time. If only the loading date is indicated on the order, the 48-hour period during which the Contractor undertakes to wait at the loading place begins on the expiry of the day marked as the loading date. 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 during loading or unloading are free of parking fees. If only the loading or unloading date is indicated on the order, the period of 48 hours of parking for loading or 48 hours of parking for unloading, free of parking fees, begins on the expiry of the day marked as the loading date or unloading date. Additionally, the Principal is not responsible for stops at state borders, offices or on days when truck traffic is restricted. In order to document the parking, the Contractor is obliged to submit to the Principal a parking card along with appropriate entries of the length of the parking - confirmed by the sender or recipient. The obligation arising from this paragraph is not affected by other activities planned by the Contractor. The parking fee for 24 hours at the place of loading or unloading is EUR 50 (fifty euros). Saturdays, Sundays, holidays and other non-working days as well as the first full 48 hours after loading or unloading are free from remuneration for parking, counted according to the agreed date and time of loading or unloading, and if only the loading or unloading date is indicated on the order – calculated from the end of the day marked as the loading or unloading date. Remuneration for standstill is payable only if the order is completed on time by the Contractor. In the event of untimely delivery 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 remuneration for the standstill.
19. A) For the arrival of the car, in the event of lack of goods at the loading site, the Contractor is entitled to compensation for readiness to complete the 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 apply in this case accordingly. 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.
- B) The Contractor is entitled to inform the Principal about the completed activities of loading and unloading the goods, as well as about the completion of customs clearance procedures of goods and other activities specified in the transport order or obligation results from agreement between the parties, in the event of their inability to complete - to inform the Principal about the existing obstacle to their implementation.

Information about the completion of the activities referred to in the preceding sentence or about the existence of an obstacle to their implementation shall occur immediately, but no later than within 30 minutes from the completion of each of these activities or the existence of an obstacle to their implementation.

Information about the particular activities referred to in the first sentence, or about the existence of an obstacle to their implementation, takes place via a transport exchange messenger or other means of electronic communication used by the parties to communicate as part of the order.

In the event of failure by the Contractor to fulfill the obligations specified in the preceding sentences or in the event of improper performance of these obligations (in particular in the event of informing the Principal about the completed activity after 30 minutes from its completion or informing the Principal about the existence of an obstacle in the implementation of a particular activity after 30 minutes from its detection by the Contractor), the Contractor will pay to the Principal a contractual penalty of EUR 50 for each case of failure by the Contractor to fulfill these obligations and for each case of their improper performance. The Parties allow for the accumulation of contractual penalties imposed on this basis if, as part of the execution of the order, the Contractor commits more than one breach of the obligations specified in this point of the General Terms and Conditions.

The Contractor is obliged to ensure continuous telephone communication with the driver responsible for the transport of the goods as part of the Contractor's execution of the transport order. This driver should have at least one fully functional communication device which guarantees taking and sending photographs in appropriate quality, enabling, among others: reading all data and signatures on documents (in the case of taking and sending photos of documents) and determining the condition of the goods or their individual elements (in the case of taking and sending photos of the goods).

20. If necessary, the contractor ensures the exchange of pallets and gutterboxes and takes full responsibility for it. The contractor is obliged to exchange returnable euro pallets and gutterboxes at the place of loading and at the place of unloading and to obtain a properly completed and signed pallet receipt from the sender and recipient. The carrier has the right not to collect the pallets and at the place of unloading only after obtaining the entry in the pallet receipt "The pallets were not released due to the lack of pallet exchange". Otherwise, we reserve the right to charge contractual penalties of EUR 15 net for each unreturned pallet and EUR 100 for each unreturned gutterbox. The principal is entitled to claim compensation on general terms exceeding the contractual penalties stipulated in the preceding sentence.
21. The Contractor is obliged not to show the transport order to other entities during the execution of the order, including keeping secret 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 constantly contact the Principal during transport, including the obligation to enable the Principal to have direct contact with the Contractor's driver.
22. The contractor is obliged to provide a vehicle that is clean inside and out, fully operational and capable of transporting the goods covered by the order. The contractor - 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, the preparation of the goods for transport and their packaging, as well as the quantity, weight and characteristics of the goods accepted for transport. In case of any doubts in the above respect, the Contractor should enter the reservation together with the justification in the transport documents and immediately inform the Principal about this fact. If the people participating

in the transport refuse to consent to entering the above-mentioned reservations in the transport documents, the Contractor should immediately inform the Principal about this fact before

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commencing the transport. If the goods are packed in such a way that it is not possible to check their condition before transport, the Contractor must obtain an entry from the sender in the consignment note stating that it was not possible to check the visible condition of the goods - under pain of being deemed to be in good condition and condition suitable for transport.

23. Upon accepting the order, the Contractor confirms that the vehicle intended to perform the transport order meets all the conditions and requirements necessary to complete the order, in particular:
- it is dry, clean inside and outside and free from unpleasant odors,
  - fully functional and completely equipped (including a set of fastening belts, anti-slip mats, corners, crossbar, wheel chains, functional customs rope),
  - has a cargo space enabling loading and unloading of the goods that are the subject of the order,
  - after loading the goods which are the subject of the order, it will not exceed the permissible axle loads of the vehicle on the road
  - if the order is carried out by a vehicle with a lift, this vehicle must be additionally equipped with a pallet truck,
  - meets other requirements, including those regarding equipment, which the Principal stipulated in the arrangements preceding the Contractor's acceptance of the order.
24. The contractor is obliged to provide the vehicle driver with appropriate protective clothing, including work shoes with protective toes, a reflective vest, a helmet, and safety glasses.
25. The contractor is obliged to have all consents, permits, approvals and certificates specified in the law and necessary to complete the order.
26. If the Contractor has not provided the conditions and requirements specified in point. 24 or 25 above, or the vehicle intended to perform the transport order does not meet the conditions or requirements specified in point. 23 above, the Principal is entitled to charge the Contractor with any costs arising as a result of the Contractor's failure to provide or the vehicle's failure to meet the above-mentioned requirements. conditions and requirements, and in particular the costs charged to the Principal by third parties.
27. The contractor is obliged to perform all activities related to the arrangement and securing of the goods before transportation begins. The performance of the above-mentioned activities by third parties does not release the Contractor from liability for the resulting damage. In case of justified doubts regarding the method of arranging or securing the goods, the Contractor should obtain all possible instructions from the shipper/sender/consignee and demand that the above-mentioned instructions be entered in the consignment note. If the people participating in the transport refuse to consent to entering the above-mentioned instructions in the transport documents, the Contractor should immediately inform the Principal about this fact before commencing the transport.



28. There is a total ban on reloading or adding loads without obtaining the Principal's consent in writing, on pain of nullity. If the Contractor performs the activities described in the previous sentence without the Principal's consent, the Contractor will pay to the Principal a contractual penalty in the amount of 100% of the gross freight. At the same time, if damage to the shipment occurs as a result of reloading or additional loading by the Contractor, its subcontractors or other people for whom the Contractor is responsible without obtaining the consent of the Principal referred to in the first sentence, it is deemed that the damage resulted from improper Contractor's intention within the meaning of Art. 29 section 1 of the Convention.
29. Before commencing transport, the Contractor is obliged to check whether the data provided by the Principal in the order are consistent with the actual data, in particular whether the weight of the goods and their arrangement enable the transport to be carried out in accordance with applicable law.
30. If, before or after handing over the shipment to the authorized person, 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, the scope and causes of the damage. Therefore, the Contractor is obliged to prepare a report on the inspection of the shipment's condition in accordance with the provisions of law, call an appraiser and insurer and immediately inform the Principal about the damage. The Contractor's belief that the damage did not occur during transport does not exempt the Contractor from taking the above-mentioned activities. Failure to perform the above-mentioned activities will constitute improper performance of the contract.
31. The contractor is obliged to perform the contract personally. Entrusting the performance of the contract by the Contractor in whole or in part to a third party requires the written consent of the Principal, expressed in writing on pain of nullity. If the Contractor entrusts the performance of all or part of the contract to a third party despite the Principal's lack of consent referred to in the preceding sentence, the Contractor will pay to the Principal a contractual penalty in the amount of 75% of the agreed gross freight. The Principal is entitled to claim compensation on general terms exceeding the contractual penalty stipulated in the preceding sentence. At the same time, if damage to the shipment occurs 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 obtaining the consent of the Principal referred to in the second sentence, it is considered that the damage resulted from the bad intention of the Contractor within the meaning of art. 29 section 1 of the CMR Convention.
32. The Contractor is not entitled to transfer the rights and obligations arising from the transport contract to third parties without the prior written consent of the Principal, in particular he is not entitled to sell or dispose receivables in any form without the prior consent of the Principal, expressed in writing on pain of nullity.  
  
The prohibition does not cover the sale of receivables to the principal's partners\* or the disposal of receivables through them.
33. Deadline for sending the original VAT invoices together with a set of original transport documents is 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 the Principal a contractual penalty in the amount of 10% of the gross freight. 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 as 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 Principal is entitled to claim compensation on general terms exceeding the contractual penalties stipulated in the preceding sentences.
35. In the event of a delay in providing the vehicle for loading or unloading, the Contractor will be obliged to pay the Principal a contractual penalty of 20% of the gross freight for each hour of delay. The Principal is entitled to claim compensation on general terms exceeding the contractual penalty stipulated in the preceding sentence.
36. If the Contractor fails to provide the car for loading, 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 compensation under general principles exceeding the contractual penalty stipulated in the preceding sentence. Failure to provide the car for loading or failure to load the goods will be considered by the parties as failure to perform the contract by the Contractor.
37. In the event of a delay in the delivery of the goods by the Contractor - in accordance with the accepted order - the Contractor will be obliged to pay the Principal a contractual penalty in the amount of 20% of the gross freight for each hour of delay in delivery.
38. During the execution of the order and within 24 months from the date of the execution of the order, the Contractor is obliged to maintain the principle of neutrality towards the Principal's clients, interpreted as a prohibition to take any actions, in any form which would aim at concluding a transport or forwarding contract to the Principal's client. The Principal's client is understood as any entity where loading and unloading activities take place and the entity who commissioned the Principal transporting goods or forwarding activities. The Parties indicate that the remuneration covered by this order also includes remuneration for compliance with this provision. If the Contractor violates the above-mentioned prohibition, the Contractor will be obliged to pay the Principal a contractual penalty of PLN 50,000 for each violation of the prohibition.
39. The obligation to pay contractual penalties provided for in the content of the order is independent of the occurrence of damage and the Ordering Party is entitled to claim compensation exceeding the amount of contractual penalties.
40. The principal declares that it provides international freight transport services in accordance with the provisions of the German and French Minimum Wage Act.



41. If the authorized people or the Principal submit a complaint regarding non-performance or improper performance of the transport, the remuneration payment deadline is extended until the complaint is considered and any doubts are clarified.
42. In the event of damage during transport or another event justifying the Principal's liability, the Principal will be entitled to charge the Contractor with the costs of repairing the damage from the moment he is called upon to compensate it, even if he has not yet repaired the damage.
43. Until the Contractor accepts the shipment for transport, the Principal is entitled to withdraw from the concluded contract.
44. The Contractor consents to the Principal deducting all receivables arising in connection with the Contractor's performance of the transport order, 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 of the transport order by the Contractor, with the freight receivable, due to the Contractor, resulting from the transport order. In case of doubt, it is considered that contractual penalties or other claims due to the Principal related to non-performance or improper performance of the transport order by the Contractor become due upon the expiry of the payment deadline indicated by the Principal in the request for payment of the contractual penalty or other monetary claim.
45. The Contractor consents to the Principal sending complaints, requests for payment, debit notes or other letters (e.g. reminders), including contractual penalties or other claims due 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 such a case, the complaint, summons or other letter referred to in the preceding sentence is deemed to have been delivered upon receipt by the Contractor of the e-mail message containing this summons or letter.
46. The court with jurisdiction to resolve all disputes related to the conclusion and performance of the contract is the Polish court, and the court with local jurisdiction is the court of the principal's registered office.
47. The Contractor's personal data and data of other people in connection with the execution of the order by the Contractor are processed by the Principal in accordance with applicable regulations, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of physical people in connection to processing of personal data and the free movement of such data and repealing the Directive 95/46/EC. Detailed provisions regarding the processing of contractors' personal data and data of other people in connection with the execution of the order by the Contractor, including their related rights and the Administrator's obligations, are included in the "Privacy Policy" tab, available at <http://ragnarlogistics.com/polityka-prywatnosci/>
48. This contract is governed by Polish law, and the Polish language is binding on the parties.

**\*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 entities related by capital or person to Trans.eu Group S.A., in particular entities whose information about services is available on the website: <https://www.trans.eu/pl/>.