

GENERAL CONDITIONS OF TRANSPORT (HEREINAFTER REFERRED TO AS THE "GENERAL CONDITIONS")

The general conditions govern the relationship between Europejskie Centrum Owocowe Sp. z o.o. with its registered office in Warsaw, ul Na Uboczu 2 lok. 53, KRS [National Court Register Number]: 0000359219, NIP [Tax Identification Number]: 9512317070 (hereinafter: the "Ordering Party") acting as the ordering party of a transport service and natural or legal persons acting as the contractor of a transport service (hereinafter referred to as the "Carrier") and shall apply to any transport service provided by the Carrier (hereinafter referred to as the "Services") on behalf of the Ordering Party, unless the Parties have specified in writing other conditions for the performance of the service by the Carrier.

The Ordering Party shall establish the following rules for the performance of the services:

SECTION I. GENERAL PROVISIONS

Article 1. The Ordering Party may send transport orders by document, written or electronic means by e-mail, telephone, fax, courier or registered letter. The Carrier shall provide the Ordering Party with the reply to the transport order sent in documentary or electronic form within a maximum of 30 minutes of receipt, to the e-mail address or telephone or telefax number of the Ordering Party from which the Ordering Party has sent the order. If the Carrier does not send the Ordering Party a refusal to perform the transport order in documentary or electronic form within 30 minutes of receipt, the Carrier shall be deemed to have accepted the transport order for performance without comment, with the result of the conclusion of the agreement on transport.

Article 2. In a mean of transport is not provided to be loaded on the date indicated in the transport order, the Contractor shall have the right to charge the Carrier with a contractual penalty corresponding to the freight amount specified in the transport order. If the Carrier is delayed in providing a mean of transport to be loaded, the Ordering Party shall be entitled to charge the Carrier with a contractual penalty of PLN 200 for each hour of delay started. The Ordering Party shall have the right to claim from the Carrier compensation exceeding the amount of the reserved contractual penalty on general rules.

Article 3. If the Carrier is liable for loading a mean of transport which does not satisfy the requirements indicated in the transport order, the Ordering Party shall be entitled to refuse loading of the goods and to charge the Carrier with a contractual penalty corresponding to the freight amount specified in the transport order. The Ordering Party shall have the right to claim from the Carrier compensation exceeding the amount of the reserved contractual penalty on general rules.

Article 4. When performing the transport order, the Carrier shall not have the right to dispose of the goods transported, to give them a pledge for its own debts or to transfer ownership of the goods without the written consent of the Ordering Party.

Article 5. The Carrier may not entrust the performance of the transport order to a third party without a written consent of the Ordering Party. If the Carrier has entrusted the performance of the transport order to another party without the written consent of the Ordering Party, the Carrier shall be obliged to pay the Ordering Party a contractual penalty of PLN 50.000,00 for each assignment to a third party of the performance of the transport order without the written consent of the Ordering Party. The Ordering Party shall have the right to claim from the Carrier compensation exceeding the amount of the reserved contractual penalty on general rules.

Article 6. The Carrier shall keep confidential all information relating to the activities of the Ordering Party obtained in the course of the performance of the services (the Confidential Information). In particular, the Carrier shall not disclose any third party the information relating to the rules of operation of the Ordering Party, its price lists, procedures, strategy and contractors of the Ordering Party without the prior written consent of the Ordering Party. If the Carrier does not comply with the obligation set out above, and discloses the Confidential Information to a third party, the Carrier violating this paragraph shall be liable to pay to the Ordering Party a contractual penalty of PLN 50 000 (PLN fifty thousand) for each violation. The Ordering Party shall have the right to claim from the Carrier compensation exceeding the amount of the reserved contractual penalty on general rules.

Article 7. The Carrier shall perform the services carefully in accordance with the applicable national and international law, in particular in accordance with international conventions and the rules on the transport of goods by road and the rules on road traffic rules and customs procedures in the countries in which the orders are performed, including those concerning drivers' working time.

Article 8. In the event of a delay in the delivery of the goods by the Carrier, the Ordering Party shall have the right, at its discretion, to: (i) charge the Carrier with a contractual penalty of PLN 200 for each hour of delay started, or (ii) seek compensation from the Carrier corresponding to the amount of the contractual penalty that the Ordering Party is charged by the recipient of the goods for such delay. In addition, the Parties agree that the Ordering Party shall have the right to seek compensation from the Carrier in excess of the amount of the contractual penalty for delay in delivery of the goods, on general rules.

Article 9. When performing the order for the international transport of goods, the Carrier shall assume the rights and obligations of an international road carrier in accordance with the provisions of the Convention on

the Agreement for the International Carriage of Goods by Road (CMR) of May 19, 1956 (the Journal of Laws no. 49, item 238). When performing the order for the national transport of goods, the Carrier shall assume the rights and obligations of the national road carrier of goods in accordance with the provisions of the Act of November 15, 1984, Transport Law (the Journal of Laws of 2000, no. 50, item 601, as amended). The Parties hereby agree that for acts and omissions of the entities to which the Carrier subcontracts the performance of the services, the Carrier shall be liable for its own acts or omissions.

Article 10. The Carrier shall be liable to reimburse the Ordering Party for any penalties and other charges it has paid as a result of the improper or intemely performance by the Carrier of the requested Service, or the misuse, loss or intemely provision to the Ordering Party of documents relating to the performance of this Service.

Article 11. When performing the Services on behalf of the Ordering Party, the Carrier must have a valid and paid liability insurance policy of the carrier or a liability insurance policy of the forwarder extended to the liability of the contractual carrier, the coverage of which must include the cargo being transported. The insurance referred to above must meet the following minimum requirements:

- 1) the amount of the guarantee for each event shall not be less than EUR 200.000,00,
- 2) the insurance must cover the extent of the damage caused by theft or robbery, and must include the scope of the insurance cover for the goods, territory and conditions of transport included in the transport order.

Article 12. If the Carrier, when performing the Service on behalf of the Ordering Party, does not hold an insurance policy meeting the requirements set out in Article 11 of this Section, the Carrier shall be liable for payment the Ordering Party a contractual penalty of PLN 50.000,00. The Ordering Party shall have the right to claim from the Carrier compensation exceeding the amount of the reserved contractual penalty on general rules.

SECTION II. REQUIREMENTS FOR THE PERFORMANCE OF THE TRANSPORT ORDER

Article 1. The Carrier shall hold all qualifications, documents and licenses required by the Polish law to perform international or national road transport or to act as a road transport operator.

Article 2. The Carrier shall provide the Services only in a mean of transport in good technical condition, aesthetic, clean and in accordance with the requirements indicated in the transport order. In addition, the mean of transport must comply with the requirements indicated in the regulations governing the operation of the service in the State where the service is provided. The Carrier must have a working GSM telephone.

Article 3. The Carrier must have the mean of transport permanently equipped with the items required by law (in force at the place of transport) suitable devices for securing the load and securing it on the cargo bed, in particular: attaching straps, anti-skid mats, aluminium anchors. The Carrier shall in all circumstances be directly liable for the correct positioning, attachment and securing of the cargo against any change of position on the box. The Carrier shall be solely liable for exceeding the permissible vehicle weight and for exceeding the axle loads.

Article 4. The Carrier must supervise the loading of the goods, and must count the goods on loading and verify the external condition of the goods. In the absence of any endorsement by the Carrier on the transport documents, the Carrier shall be deemed to have accepted the goods in good condition and undamaged and in a quantity corresponding to that indicated in the bill of lading. The Carrier may not refuse to recognize a claim for compensation for damage caused by quantitative deficiencies in the goods or damage to the goods on the grounds that, at the time of taking over the goods for transport, it was not possible to control the quantity or condition of the goods, unless there were objectively existing obstacles which prevented such control.

Article 5. When transporting foodstuffs, the Carrier shall have appropriate medical tests (driver) and a positive decision of SANEPID (the sanitary and epidemiological station) (means of transport) and, in the case of transport of goods at controlled temperature, an appropriate certificate required by the contract on international transport of perishable goods (ATP).

Article 6. The Carrier shall to retain the means of transport with the goods only in parking lots complying with the requirements of the insurer issuing the operator's liability insurance policy, provided that this must always be a safe place and outside high-risk areas such as wooded, undeveloped or insufficiently lit areas.

Article 7. The Carrier shall inform the Ordering Party without delay about:

- a) any obstacles to the performance of the transport order, and in particular the anticipated delay in the delivery of the goods,
- b) technical failure of a mean of transport as well as checks and detentions of means of transport by administrative authorities, m.in. customs, police,

- c) discrepancies in the quantity and condition of the cargo, lack of documents, etc.,
- d) finished unloading (by telephone/SMS),
- e) any disruption of the means of transport due to the fault of the consignee - any interruption due to the fault of the Ordering Party or the recipient of the goods must be reported without delay to the Ordering Party and confirmed by a staging card or bill of lading. Failure to fulfill the above obligation shall result in the expiry of the Carrier's claims for payment of the charge for the downtime of the means of transport. Downtime charges shall not be accepted by the Ordering Party in the event of a delay in the timely provision of the means of transport to the place of loading or unloading by the Carrier. The first 24 hours of downtime of the means of transport shall be free of any additional downtime charges. The downtime charge of the Carrier's means of transport shall be for

each completed day of downtime and exhausts all Carrier's claims in this respect. The Parties hereby agree that the Carrier shall not be entitled to any additional remuneration or compensation from the Ordering Party for any loss of the means of transport, if such downtime is due to any action by the customs authorities.

Article 8. If a mean of transport fails, the Carrier shall provide another mean of transport immediately at its own expense and, if the Carrier is unable to do so, the Ordering Party shall be entitled to arrange a substitute mean of transport at the Carrier's expense and risk.

Article 9. If the goods are to be transported at a controlled temperature, the Carrier shall be obliged to provide a mean of transport in which the temperature of the cargo box shall be within the limits of the temperature of transport of the goods as determined by the Ordering Party. In addition, the Carrier shall provide a device to monitor the temperature of transport. The monitoring device must be in working order and approved no later than 1 year from the date of the transport order. Within 7 days of the date of call, the Carrier shall submit a printout from the device monitoring the temperature of the goods. If the Carrier does not provide a printout from the temperature monitoring device within the aforementioned deadline, it shall be considered that the conditions for the performance of the transport order have been violated (i.e. the Carrier has not provided the temperature of the transport specified by the Ordering Party), and that the goods have been completely damaged. In such a case, the Carrier shall be liable to pay compensation corresponding to the value of the goods transported.

Article 10. The Carrier shall record on the bill of lading any reservations regarding the condition and quantity of the goods when they are being loaded or unloaded. The entries in the bill of lading must be visible on all four copies of the document (on the original and 3 copies).

Article 11. The Carrier shall be obliged to draw up a statement of damage in the event of damage to the goods being transported, and shall send it to the Ordering Party without delay.

Article 12. The Carrier must obtain, on the bill of lading and on other transport documents (e.g. WZ documents), clear signatures of the recipient of the goods, possibly bearing a stamp, so that the identity of the signatory can always be easily established. If the recipient refuses to sign the bill of lading, the Carrier must ask the Ordering Party for instructions, and refuse to deliver the goods until such instructions have been obtained.

Article 13. The Carrier shall be obliged to provide the Ordering Party with the bill of lading signed by the recipient with other documents proving the performance of the transport within **a maximum period of 10 days from the date of delivery of the goods**. If the Carrier delays in sending the Ordering Party the documents referred to in the second sentence of this paragraph, the Ordering Party shall have the right to impose on the Carrier a contractual penalty of PLN 50 per day of delay.

Article 14. The Carrier shall comply with all the rules resulting from the internal regulations, occupational health and safety rules and fire regulations in force at the Ordering Party or the recipients of the goods.

Article 15. The freight specified in the transport order shall include all remuneration of the Carrier for the performance of the Service, and include all necessary expenses, taxes (excluding VAT) and other charges necessary for the proper performance of the Service, including, inter alia, minimum remuneration required by Polish and international law for the Carrier's employees and subcontractors.

Article 16. The Carrier must send the VAT invoice together with all documents proving that the transport has been carried out **only to the address of the Ordering Party: Rębowola 55a, 05-622 Belsk Duży**. The VAT invoice must contain the transport order number. **If the Carrier sends the Ordering Party a VAT invoice or transport document to an address other than that indicated above, the Ordering Party shall be entitled to impose on the Carrier a contractual penalty of PLN 50 for any document wrongly sent.** In addition, the Ordering Party shall be entitled to return such invoice to the Carrier without being posted. The deadline for payment for the transport service shall run from the time when the Ordering Party has been provided with a properly issued VAT invoice, together with the required transport documents and in accordance with the conditions set out in these General Conditions.

Article 17. Without prejudice to the other powers of the Ordering Party indicated above, the Ordering Party shall have the right to withhold payment for the Carrier for the service provided until the Carrier has sent properly signed documents proving the delivery of the goods. If the Carrier does not send properly signed documents confirming the delivery of the goods and it is not possible to obtain the above confirmation from the recipient of the goods, the Ordering Party shall have

the right to charge the Carrier with the documented amount equal to the amount of the delivered goods.

Article 18. The deadline for payment of the remuneration due to the Carrier in respect of the performance of the Service shall be 30 days from the date on which the Ordering Party was provided with the VAT invoice together with the complete transport document.

Article 19. At the time of acceptance for transport, the Carrier shall transfer to the Ordering Party the pallets on which the goods are packed (e.g. EUR-EPAL pallets) in the quantity and type accepted for transport, or shall return to the Ordering Party, within 10 days of the date of delivery of the goods, the pallets previously accepted for transport. If the Carrier does not return to the Ordering Party, within 10 days, pallets in the quantity and type accepted for transport, the Ordering Party shall have the right to charge the Carrier with an amount of PLN 35 for each pallet not cleared or returned.

SECTION III. ADDITIONAL OBLIGATIONS OF THE CARRIER

Article 1. When transporting dangerous goods, the Carrier shall comply with the requirements of the current European Agreement on transport of dangerous goods by Road (ADR), drawn up in Geneva on September 30, 1957 (the Journal of Laws of 2013, item 815) (hereinafter the "ADR Agreement").

Article 2. The Carrier confirms that it is aware of the provisions of the German law on minimum remuneration (Mindestlohngesetz) - BT-Ds 18/1558 (hereinafter the "MILOG Act") according to which, the Ordering Party may be held liable for payment of the minimum remuneration laid down in the provisions of the laws of the MILG due to the employees of the Carrier or to employees of subcontractors of the Carrier engaged in the provision of Services. The Carrier confirms its obligation to comply with the provisions of the MILG Act when performing Services to the Ordering Party.

Article 3. The Carrier confirms that it is aware of the provisions of the French MACRON Act and Decree No. 2016-418 of April 7, 2016, adopting Title VI of Book II of Part one of the French Labour Code to transport companies posting workers to work in France and modifying the French Transport Code, in particular, Articles from L.1331 to L- 1331-3 and Articles from R.1331-1 to R.1331-11 of the French Transport Code (hereinafter the "MACRON Act").

Article 4. The Carrier shall compensate or exempt the Ordering Party from any liability relating to fines or penalties imposed by the public authorities on the Ordering Party for failure by the Carrier or its subcontractors to comply with the provisions of the ADR Agreement, the MILG or MACRON Acts. In particular, this applies to all claims, fines and penalties against the Ordering Party under the applicable provisions of the ADR Agreement, the MILLOG or MACRON Acts, as well as to the late payment of social security contributions and the resulting penalties and litigation costs relating to such claims or penalties.

Article 5. The Ordering Party shall be entitled to deduct any claim, fine or penalty imposed on the Ordering Party for violation by the Carrier of the ADR Agreement, the MILLOG or MACRON Acts.

SECTION IV. FINAL PROVISIONS

Article 1. If the Carrier fails to comply with any of the requirements set out in these General Conditions, the Ordering Party shall have the right to reduce the freight rate payable to the Carrier for the performance of the Service by 30%, without prejudice to the other rights of the Ordering Party as set out in these General Conditions.

Article 2. The Carrier may not transfer to another person the rights and obligations arising from the transport order received from the Ordering Party without the prior written consent of the Ordering Party.

Article 3. Any disputes between the Ordering Party and the Carrier arising out of the performance of the Service shall be settled by a general court having jurisdiction over the registered office of the Ordering Party.

Article 4. These General Conditions shall enter into force in October 2016.

Article 5. The content of these General Conditions is available in the registered office of the Ordering Party, and is available in a documentary version on the website of the Ordering Party: