

GENERAL CONTRACTS TERMS ROHLIG SUUS LOGISTICS S.A.

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§ 1. Definitions

1. **GCT** – these General Contracts Terms used by ROHLIG SUUS Logistics S.A.
2. **GPFT 2010** – General Polish Forwarding Terms [*Ogólne Polskie Warunki Spedycyjne*], approved by the Resolution of the Council of the Polish Chamber of Forwarding and Logistics, No. 1/01/2010 dated January 14, 2010, www.pisil.pl.
3. **The Civil Code** – Act dated April 23, 1964 Civil Code (Dz. U. dated 1964, No. 16, item 93 as amended).
4. **ROHLIG SUUS** – ROHLIG SUUS Logistics S.A.
5. **The Client** – a party, for which ROHLIG SUUS provides forwarding services; depending on the type of performed activities, the Shipping Party or the Receiving Party can also be the Client.
6. **The Shipping Party** – a party that ships the delivery, exercising rights and performing obligations specified in the GCT and provisions of law.
7. **The Receiving Party** – a party that receives the delivery, exercising rights and performing obligations specified in the GCT and provisions of law.
8. **Subcontractors** – carriers, forwarders and other duly authorised (licences, permits) persons providing shipping services to ROHLIG SUUS, insured against civil liability.
9. **The Contract** – a framework contract concluded between ROHLIG SUUS and the Client regarding provision of shipping services.
10. **The Shipping Order** – a shipping service order executed by ROHLIG SUUS for the Client.
11. **The Form** – Shipping Order document pursuant to the draft at www.suus.com or other document recognised by ROHLIG SUUS containing details necessary for provision of forwarding service.
12. **DCT** – Detailed Contracts Terms regarding services provided by ROHLIG SUUS.
13. **The Price List** – a list of additional remuneration, expenses, other charges and receivables of ROHLIG SUUS, attached to the Shipping Order.

§ 2. Subject

1. GCT are applied to all the services provided by ROHLIG SUUS providing that the provisions of the Contract shall be applicable in the first instance (if such Contract is concluded).
2. In any cases not regulated by the Contract and the GCT, the provisions of GPFT 2010 and bill of lading conditions used by ROHLIG SUUS (ship transport) shall be applicable.
3. ROHLIG SUUS uses DCT published on its website at www.suus.com.

§ 3. Types of service

1. ROHLIG SUUS provides forwarding services consisting in shipping and receiving deliveries, as well as other services related to organisation of transport services, provided in an end-to-end manner with regard to the whole transport or covering only selected activities related to transport, both domestically and internationally.
2. ROHLIG SUUS' services specified in clause 1 concern the following transportation types:
 - 1) road transport,
 - 2) rail transport,
 - 3) air transport,
 - 4) ship transport,
 - 5) multimodal transport.
3. Services provided by ROHLIG SUUS can be performed in part or in total by Subcontractors.
4. ROHLIG SUUS can perform transport activities on its own. In such case, ROHLIG SUUS shall have the rights and obligations of a carrier.

§ 4. Deliveries

1. ROHLIG SUUS' services do not include the following deliveries:
 - 1) live stock,
 - 2) weaponry or any type of armament used for military purposes,
 - 3) any securities or other documents related to business transactions,
 - 4) cash in any form or items of significant value, such as: works of art, antiques, jewels, coins, gemstones,
 - 5) any goods, the transport of which requires obtaining additional permits by ROHLIG SUUS, especially oversize and abnormal goods and dangerous goods (ADR) class 1 and 7,
 - 6) dual use goods, chemical substances,
 - 7) waste (e.g. home, medical, animal waste),

- 8) human corpses or remains,
 - 9) deliveries requiring non-standard method of packing,
 - 10) damaged deliveries or deliveries, whose condition or size makes it impossible to transport them properly according to the terms and conditions specified in the Form, unless ROHLIG SUUS agrees in writing to perform such service.
2. ROHLIG SUUS' services do not include deliveries that are illegal to possess or trade or deliveries excluded from transport by the existing provisions of law.
 3. ROHLIG SUUS can provide forwarding services regarding dangerous goods from classes other than 1 and 7 without a separate agreement.
 4. Packaging of the deliveries must meet the criteria specified in relevant provisions of law and should:
 - 1) be of suitable quality and undamaged,
 - 2) not contain substances hazardous to life or health of people or environment,
 - 3) prevent access to the content of the delivery without removing or damaging the packaging,
 - 4) secure the delivery against damage during transport,
 - 5) prevent direct contact between the content of the packaging and other deliveries transported using the same means of transport,
 - 6) be appropriately labeled by placing legible information concerning content and characteristics of the delivery, as well as method of handling the delivery in a visible place,
 - 7) allow reloading of the delivery without damaging its content.
 5. ROHLIG SUUS has the right to refuse provision of services in relation to deliveries, whose packaging does not meet the above requirements.

§ 5. Shipping Order

1. The Client places a Shipping Order by sending a properly filled Form to ROHLIG SUUS. Shipping Orders are accepted on working days, Monday to Friday, 8:00 a.m to 4:00 p.m. (Summer Time +0200 UTC, Winter Time +0100 UTC).
2. ROHLIG SUUS starts executing the Shipping Order after confirming the acceptance of the Shipping Order on the Form and sending the Form back to the Client. Shipping Order acceptance confirmation is not required in webbooking service.
3. ROHLIG SUUS may refuse execution of the Shipping Order.
4. The Form, confirmation or refusal of the Shipping Order can be sent via e-mail or fax.
5. The Client, upon ROHLIG SUUS' consent, may use other Shipping Order document than the Form, providing that it contains at least the items specified in the Form.

6. Any changes to the terms and conditions of the Shipping Order shall be treated as a new Shipping Order, unless the parties agree otherwise.
7. In ship transport, services are performed under terms and conditions of a master bill of lading and the terms and conditions of the Shipping Order may change depending on the transport capabilities of the Subcontractor (operator executing the Shipping Order).
8. ROHLIG SUUS may agree to specify the date of delivery to the Receiving Party (special interest of the Client in the delivery).

§ 6. Remuneration and expenses

1. The Client shall pay ROHLIG SUUS remuneration in the amount stated in the Form or the Price List.
2. The Client shall pay ROHLIG SUUS additional remuneration if, apart from the services covered by the Shipping Order, ROHLIG SUUS performs additional services as agreed with the Client or performs such services / activities without agreement, but in order to fulfill the order properly or secure ROHLIG SUUS' or the Client's claims.
3. The Client shall reimburse all the expenses incurred by ROHLIG SUUS and Subcontractors in order to execute the Shipping Order (including, but not limited to charges for additional transport, storage costs, demurrage and detention costs, parking fees, customs fees, fees related to sanitary or qualitative inspection, other administration fees).
4. The amount of the expenses is specified in the Price List. If the actually incurred expenses or costs are higher than the expenses specified in the Price List, the Client shall reimburse the amount of such costs and expenses. Expenses not specified in the Price List shall be reimbursed on the basis of proofs of such expenses.
5. ROHLIG SUUS may execute the Shipping Order only when the Client pays remuneration or expenses due or makes an advance payment with regard to such remuneration or expenses.
6. If the amount of remuneration is given in a foreign currency, the mean exchange rate of the National Bank of Poland published the day before the loading of the shipment shall be used to convert such amount.
7. The payment period is 14 days from the date of issuing an invoice or a note.
8. The payment day shall be the day the money appears on ROHLIG SUUS' bank account.
9. In case of delayed payment, the Client shall pay statutory interest upon the request of ROHLIG SUUS.
10. In case of debt recovery actions taken against the Client, the Client shall pay ROHLIG SUUS an additional payment in the amount specified in the Price List.

11. ROHLIG SUUS' remuneration may change if the remuneration components rise (road fees, administration fees, taxes etc.).
12. ROHLIG SUUS' remuneration cannot be set off against any Client's claims.
13. The Client shall provide ROHLIG SUUS with current financial data once per quarter in the form agreed with ROHLIG SUUS. Failure to do so may result in reducing invoice payment periods or a necessity to make a prepayment.

§ 7. Fuel adjustment

1. Changes to the remuneration made by ROHLIG SUUS with regard to fuel adjustment up to its index do not require Client's consent.
2. Principles of calculation and amount of fuel adjustment reflecting the influence of current fuel price on ROHLIG SUUS' service price in a given month can be found online at www.suus.com.

§ 8. Currency Adjustment Factor (CAF)

1. In case of appreciation of the exchange rate of Polish Zloty, ROHLIG SUUS uses Currency Adjustment Factor (CAF).
2. Principles of calculation and value of the Currency Adjustment Factor in a given month are available online at www.suus.com.

§ 9. Collect on Delivery (COD) service

1. For the selected services provided by ROHLIG SUUS, the Client may order an additional service consisting in collection of specific amounts from the Receiving Party.
2. ROHLIG SUUS may collect money in the form of cash or a bank prepayment. Cash collection is available up to PLN 15,000 (fifteen thousand zloty) only.
3. Amounts collected by ROHLIG SUUS shall be transferred to the Client via a bank transfer to the Client's account within 5 days from the delivery unloading date.
4. If the Receiving Party refuses to pay the COD amount, the delivery will not be issued. ROHLIG SUUS will inform the Client about such fact, retaining the right to remuneration and reimbursement of expenses.

§ 10. Lien

1. In order to secure claims due to remuneration, expenses and other receivables, also related to previous orders of the Client, ROHLIG SUUS has the right to retain the delivery or any documents related to it and to suspend performance of services until the Client pays all his liabilities.
2. Lien may be enforced as long as ROHLIG SUUS has the delivery at its disposal or can manage it using the documents it possesses.
3. ROHLIG SUUS shall inform the Client about exercising the lien right in writing, identifying the place of storing the delivery, type of retained documents, as well as subject and amount of the security.
4. Any costs related to exercise of the lien right (especially costs of storing the delivery and transporting it to the Receiving Party) shall be incurred by the Client and will be added to the liabilities secured by the lien.
5. The Client shall release ROHLIG SUUS from any liability regarding claims of any third parties related to the exercise of the lien right.

§ 11. Delivery insurance

1. ROHLIG SUUS may conclude, on behalf of and for the Client and at the Client's cost, an insurance agreement covering loss of or damage to the delivery – under terms and conditions available online at www.suus.com
2. The Client can order the insurance agreement by entering relevant data in the Form (type of delivery, delivery value and other).

§ 12. Liability

1. ROHLIG SUUS shall be liable for losses resulting from failure to execute or inadequate execution of the Shipping Order.
2. ROHLIG SUUS shall not be liable for any damage if it proves that it was impossible to prevent such damage despite taking due care or if such damage occurs as a result of events not attributable to ROHLIG SUUS. Using the services of Subcontractors by ROHLIG SUUS is considered due care by ROHLIG SUUS.
3. ROHLIG SUUS shall be liable for the actions of its Subcontractors, unless there was no negligence on ROHLIG SUUS' part in selecting a Subcontractor.
4. ROHLIG SUUS shall not be liable for the following events:

- 1) losses resulting from the characteristics of the delivery or occurring as a result of improper packaging or labeling or any losses resulting from incorrect or insufficient data regarding the delivery or execution of the Shipping Order provided by the Client,
 - 2) losses in the form of delivery damage or defects if ROHLIG SUUS delivers the delivery without any visible damage to the packaging or the Shipping Party's seals when transporting the delivery in closed means of transport,
 - 3) losses occurring as a result of an event of force majeure or other events preventing from proper execution of the Shipping Order out of ROHLIG SUUS' control, including, but not limited to weather conditions, natural disasters, strikes, road blocks, administrative decisions – including military actions, terrorist incidents, theft or robbery,
 - 4) losses resulting from the execution of the Shipping Order concerning deliveries not covered by ROHLIG SUUS services,
 - 5) losses caused by delay in delivery, unless ROHLIG SUUS obliged itself to deliver the delivery within a strictly specified period,
 - 6) losses resulting from actions or omissions of persons that are not used by ROHLIG SUUS to execute the Shipping Order,
 - 7) losses in other form than actual losses regarding the delivery, meaning for example losses of profit and indirect losses (e.g. loss of market),
 - 8) losses consisting in weight loss in bulk goods if such losses result from the characteristics of the goods and do not exceed limits specified in relevant provisions, and in case of lack of such provisions – usual limits.
5. Damages for losses due to delay in delivery is limited up to the amount of ROHLIG SUUS' remuneration.
6. The Client shall be liable for any losses resulting from failure to perform or inadequate performance of the Client's obligations related to the execution of the Shipping Order, including entering incorrect or insufficient data in the Form or other documents related to the shipping, transport conditions, place of loading or place of unloading.

§ 13. Complaints

1. In case of failure to perform or inadequate performance of services by ROHLIG SUUS, the Client is obliged to file a written complaint while claiming damages.
2. The period for filing a complaint is 14 days from the date of the loss or damage or the date the Client could become aware of such damage or loss.
3. The day of filing the complaint shall be the day of delivering the complaint to ROHLIG SUUS or, in case of a complaint containing omissions, the day of correcting such omissions.

4. The content of the complaint should include especially:
 - 1) details of the Client (company, address, NIP [Tax ID No.]), as well as details of the contact person (e-mail, phone number),
 - 2) reasons for the complaint, including circumstances of damage or loss,
 - 3) amount of claim covered by the complaint,
 - 4) signature of a person authorised to represent the Client.
5. The complaint should be accompanied with documents related to the relevant Shipping Order, as well as documents identifying the circumstances of damage or loss, especially:
 - 1) the Form,
 - 2) shipping document (waybill),
 - 3) shipping damage report (in case of damaged delivery) together with photographs of the damage,
 - 4) VAT invoice containing price of the delivery or other document identifying the value of the delivery,
 - 5) a list and a VAT invoice containing delivery repair costs (if the delivery has been repaired),
 - 6) cargo manifest (CM),
 - 7) other documents related to the Client's claim required e.g. by the insurance agency.
6. ROHLIG SUUS shall send a confirmation of the complaint to the Client. The Client shall remove any defects in the complaint within 14 days from receiving the request to do so from ROHLIG SUUS, otherwise the complaint shall not be considered.
7. ROHLIG SUUS shall use its best efforts to consider the complaint within 30 days. If during the complaint process there is a need to complete documentation or involve third parties (e.g. the insurance agency), the above period may be extended accordingly.
8. Filing a complaint does not release the Client from payment of the remuneration, expenses and any other amounts due to ROHLIG SUUS.
9. If as a result of the complaint the Client is authorised to receive damages, the respective amount shall be paid to the Client within 30 days from sending the complaint reply letter by ROHLIG SUUS. Such period may be extended for reasons out of ROHLIG SUUS' control (e.g. because of liquidation proceedings taken by the insurance agency).

§ 14. Confidentiality

The Client and ROHLIG SUUS are obliged to keep in confidence any information constituting a company secret of the other party, including all technical, technological, organisational or financial information, any other information of economic value or know-how, as well as trade information obtained in relation with provision of services. The Client and ROHLIG SUUS shall not

communicate such information to any third parties or disclose such information in any other way, unless such disclosure results from the absolutely binding provisions of law, such information is in public domain or the second party agrees to disclose such information.

§ 15. Final provisions

1. ROHLIG SUUS' shall inform the Client about any changes to the GCT 30 days in advance.
2. Any possible disputes shall be settled by a common court competent for ROHLIG SUUS' seat.
3. The GCT are effective from July 1, 2011.