

**DETAILED CONTRACTS TERMS
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Note

The Detailed Contracts Terms of ROHLIG SUUS Logistics S.A. are part of the General Contracts Terms of ROHLIG SUUS Logistics S.A.

§ 1. Loading operations

1. The loading operations (loading and unloading) are the responsibility of the Shipping Party and the Receiving Party, respectively.
2. ROHLIG SUUS shall ensure that the driver of the motor vehicle observes handling instructions during loading operations, communicated to the driver at the loading or unloading place by the Shipping Party or the Receiving Party. Such instructions should be communicated to the driver at the right moment before loading or unloading.
3. The obligations specified in clause 2 are applied respectively to the Client in the case of direct delivery or reception of the delivery by the Client from ROHLIG SUUS' terminal.
4. The person in charge of loading operations shall clean the motor vehicle of the carrier if such vehicle became dirty because of loading operations.

§ 2. Loading the delivery

1. The Shipping Party is responsible for proper preparation of the delivery for transport and for issuing the delivery without any damage or defects. The Shipping Party shall ensure that the type, condition and content of the delivery correspond to the terms and conditions specified in the Form and other documents related to transport and that the packaging meets the criteria of the GCT.
2. ROHLIG SUUS shall use its best effort to ensure that the vehicle to be loaded meets the requirements for a given type of transport.
3. During loading operation, the driver should check the condition of the delivery to be transported for any visible defects or external damage of the packaging and inspect the shipping documents. If the driver could not check the delivery and the documents as described above, the driver should make a relevant note in the shipping document (waybill). In case of finding any faults concerning the delivery or shipping documents, ROHLIG SUUS shall suspend the execution of the Shipping Order until such faults are removed. The Client shall cover the costs incurred by ROHLIG SUUS due to the above event.
4. The loading time is counted from the moment of reporting the motor vehicle for loading to the moment the motor vehicle leaves the loading place, after handing over a set of documents regarding a given shipment to the driver by the Shipping Party. In case of exceeding the loading time, the delivery time will be extended, if such time is specified in the Shipping Order. The Client shall reimburse the costs incurred by ROHLIG SUUS due to standstill.
5. The Shipping Party is responsible for proper loading of the delivery while observing the instructions of the motor vehicle driver concerning proper placement of the delivery, according

to the protection systems installed in the vehicle. In case of incorrect placement of the delivery, the driver may request the Shipping Party to place the delivery again according to the driver's instructions. If the Shipping Party refuses to do so, ROHLIG SUUS may refuse to execute the Shipping Order. ROHLIG SUUS retains the right to reimbursement of the costs incurred.

6. After loading the delivery, the Shipping Party retains one copy of the collective shipping document (waybill) and hands over 2 copies of the collective shipping document (waybill) together with Cargo Manifest (CM) to the driver. Other documents related to the shipment, such as the Single Administrative Document (SAD), address label with a barcode are attached by the Shipping Party to the delivery in a way ensuring permanent fastening, safety of the documents and visibility of the barcode in the address label.

§ 3. Unloading the delivery

1. The Receiving Party is responsible for proper unloading of the delivery. The Receiving Party shall observe the instructions of the motor vehicle driver concerning proper placement of the delivery, according to the protection systems installed in the vehicle.
2. The unloading time is counted from the moment of reporting the motor vehicle for unloading to the moment the motor vehicle leaves the unloading place. The vehicle can leave after handing over a set of documents regarding a given shipment to the driver by the Receiving Party. In case of exceeding the unloading time, the delivery time will be extended, if such time is specified in the Shipping Order. Extending the unloading time shall result in charging standstill fees by ROHLIG SUUS in respective amount.
3. After unloading the delivery at the place of destination, the Receiving Party, in the presence of the driver, shall inspect its condition and conformance with the shipping documents. If the Receiving Party has no reservations regarding the condition of the delivery, the Receiving Party shall confirm acceptance of the delivery by making a relevant note in the shipping document (waybill). If the packaging is damaged or the delivery has visible defects, the Receiving Party together with the driver shall inspect the delivery. Any reservations concerning the condition of the delivery must be included in the protocol made after such inspection.
4. If the unloading does not take place after the motor vehicle arrives to the Receiving Party or if the motor vehicle arrived at a wrong place because of incorrect data given in the Form or other shipping documents, ROHLIG SUUS will notify the Client about it. The Client shall promptly give ROHLIG SUUS instructions concerning further handling of the delivery. In such case, the Client shall reimburse all the costs incurred by ROHLIG SUUS due to that fact.
5. If, within 1 hour from informing the Client by ROHLIG SUUS about the circumstances described in clause 4, the Client does not give ROHLIG SUUS any instructions concerning

further handling of the delivery, ROHLIG SUUS shall have the right to return the delivery to the place of shipping or leave the delivery in the nearest logistics warehouse (ROHLIG SUUS' warehouse or other). Costs incurred in connection with the above shall be incurred by the Client.

6. In case of failure to execute the Shipping Order for reasons not attributable to ROHLIG SUUS, the Client shall pay the agreed remuneration.

§ 4. Disposal of the delivery

1. ROHLIG SUUS has the right to dispose of the delivery at the Client's cost if, within 30 days from notifying the Client as described in § 3 clause 4, ROHLIG SUUS does not receive any instructions regarding further handling of the delivery.
2. If it is impossible to store the delivery or if there is a disproportion between the storage costs and the delivery value, the delivery may be disposed of before the day specified in clause 1. In the case of live stock, quickly degradable deliveries or dangerous deliveries the disposal may take place immediately.
3. The delivery may be disposed of by selling or destroying it after 10 days from notifying the Client about the planned disposal. ROHLIG SUUS has the right to choose the method of delivery disposal taking into consideration its type and characteristics.
4. All the costs of delivery disposal shall be incurred by the Client. If the disposal of the delivery took place by selling it, ROHLIG SUUS shall return the obtained amount to the Client after deducting disposal costs and other payments resulting from the Shipping Order.

§ 5. Types of road transport

ROHLIG SUUS provides the following road transport services:

- a) domestic and international Less Than Truck Load (LTL) transport,
- b) domestic and international Full Truck Load transport (FTL).

§ 5a. Less Than Truck Load (LTL) transport

1. LTL transport includes deliveries shipped in small packaging (parcels) or without packaging that do not require use of the whole truck and are delivered to more than one Receiving Party.
2. The content and packaging of the delivery accepted for transport must take into consideration its frequent reloading.
3. The driver shall participate in unloading the delivery, especially place the delivery at the edge of the vehicle's load bed.

4. In domestic transport, the total weight of a single delivery should not exceed 4500 kg or 20 m³. In the case of shipments on pallets, the height of the pallet cannot exceed 220 cm and its weight – 1500 kg. The permissible number of pallets for a single shipment varies depending on their size and should respectively amount to:
 - 1) 1 to 10 pallets – with the dimensions of a single pallet being 120 cm x 80 cm,
 - 2) 1 to 6 pallets - with the dimensions of a single pallet being 120 cm x 100 cm.
5. In international transport, the total weight of a single delivery may be up to 5000 kg. In the case of deliveries shipped on pallets, the height of the pallet cannot exceed 220 cm and its weight – 1500 kg.
6. The execution time of a Shipping Order is as follows:
 - 1) in domestic transport – when sending the Form at 4:00 p.m. at the latest, the Shipping Order shall be executed until the end of the next working day with the reservation that such time may be extended to 3 working days from the day of sending the Form,
 - 2) in international transport – the execution time varies depending on the conditions of a given transport, the Form, however, should be sent 48 hours before the planned loading.
7. The time of loading and unloading the motor vehicle should not exceed 20 minutes, otherwise additional charges for standstill will be imposed.
8. If the Client uses tracking and tracing system through www.suus.com site, the information made available to the Client in the system shall constitute a confirmation of the execution of the Shipping Order. Upon the Client's request, ROHLIG SUUS will send a copy of the shipping document (waybill).

§ 5b. Full Truck Load (FTL) transport

1. FTL transport includes deliveries shipped on EUR pallets or other packaging taking up the whole space of the motor vehicle, from one Shipping Party to one Receiving Party.
2. Reloading of the delivery may take place only in case of:
 - 1) breakdown of the motor vehicle due to technical reasons or road accident,
 - 2) the need to adjust the placement of the delivery due to incorrect placement of the delivery or improper packaging.
3. ROHLIG SUUS shall inform the Client immediately about the need to reload the delivery. Each reloading must be reported in the shipping document (waybill). If the reloading of the delivery takes place because of actions or omissions of the Client, ROHLIG SUUS will charge the Client with additional costs.
4. The weight of the delivery cannot exceed 24,000 kg with the height of a single pallet not exceeding 250 cm.

5. The execution time of a Shipping order is:
 - 1) in domestic transport – up to 24 hours,
 - 2) in international transport – up to 72 hours in deliveries within Europe.
6. The time of loading and unloading the motor vehicle should not exceed 1 hour, otherwise additional charges for standstill will be imposed.

§ 6. Webbooking – online orders

1. In domestic LTL transport, Shipping Orders are executed by ROHLIG SUUS through webbooking service online at www.suus.com.
2. The Shipping Order is deemed accepted at the moment of sending the Form by the Client, unless ROHLIG SUUS notifies the Client immediately about refusing to accept the Shipping Order.
3. Information regarding webbooking service are contained in the Webbooking Manual available online at www.suus.com together with documents used in the service (e.g. the Form and other shipping documents).

§ 7. Return of pallets

1. ROHLIG SUUS provides pallet return services in domestic transport, unless the Contract or other agreements with the Client state otherwise.
2. The services of ROHLIG SUUS regarding the return of pallets apply to original, undamaged EUR pallets only, meeting PN-M-78216 standard, with the dimensions 800 mm x 1200 mm only. ROHLIG SUUS may check the conformity of the pallets with the standard any time and adjust the number of pallets to be returned accordingly.
3. The basis for returning pallets by ROHLIG SUUS is a separate order or Contract in such respect.
4. The number of returnable pallets is entered by the Client in a relevant column in the Form. ROHLIG SUUS returns only the amount of pallets that had been returned by the Receiving Party.
5. Issuance of returnable pallets by the Receiving Party may take place only during the execution of the Shipping Order.
6. The return of pallets to the Shipping Party shall take place when shipping the delivery as part of the execution of the Shipping Order by ROHLIG SUUS for the Client or on the basis of a separate order concerning the delivery of the returned pallets only or in any other way agreed between the parties.

7. Settlement of the returnable pallets balance between ROHLIG SUUS and the Client takes place each calendar month. The return of the pallets by ROHLIG SUUS takes place within 14 days from the settlement.
8. The basis for remuneration for the pallet return service is the number of returnable pallets entered by the Client in the Form.
9. Settlement of the returnable pallets with the Client may take place only by actually returning such pallets excluding financial settlements, unless ROHLIG SUUS concludes a separate agreement with the Client in such regard.
10. While settling pallet returns, taking into consideration possible damage to the pallets during transport, the adjustment index amounting to 14% is used. The number of pallets specified by the Client in the Form will be decreased by the said index.