

## GENERAL TERMS OF ROAD FORWARDING / TRANSPORT ORDER

1. On the basis of article 4c of Polish Act from 8 March 2013 about preventing excessive delays in commercial transactions we declare that the Company has status of large entrepreneur within the meaning of article 4 point 5 and 6 of abovementioned Act, which refers, in this scope, to definition from Annex I of COMMISSION REGULATION (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty.
2. Through this order the parties conclude the forwarding / transport contract.
3. The scope of forwarding / transport services includes in particular: shipping of the consignment, making customs clearance and safe delivery of the shipment. If the contractor shall not act in a given case as a carrier - the choice of carrier, the conclusion of the forwarding contract with the carrier and preparation of transport documents and their hand-over to the carrier, arranging transport.
4. The Mandator undertakes to the Contractor to:
  - provide all information necessary to comply with the order,
  - reimbursement of necessary expenses and costs incurred by the Contractor (reimbursement of expenses incurred by the Contractor shall be based on evidence),
  - providing information to the Contractor about the contents of the shipment,
  - issue of a consignment to the Contractor at a fixed time and place,
  - payment of salary to the Contractor.
5. The Contractor:
  - has appropriate entries, certificate, permits and other, if needed, for transport particular type of goods,
  - is required to check compliance of the cargo and condition of package (name, number, weight) with the shipping documents,
  - checks loads' distribution and protection, on transport mean, before and during transport,
  - protects cargo from the effects of unfavorable external influences (e.g. moisture, dirt, damage of packaging), , including effects of another cargo transporting together or previous by the mean of transport (Mandator's goods cannot be transported with another goods which may threaten his safety)
  - ensures that trailer does not endanger safeties of the goods during the transport, so as during loading, transloading and unloading activities,
  - monitors loading and unloading, concerning proper condition of the cargo.

**- applies to all other Mandator's recommendation agreed in current cases, including, in case of feed cargo, transported from third countries, crossing the border at pointed border and take border veterinary clearance at pointed veterinary control place.**  
Any deficiencies, damages and others irregularities should be noted in transport document under penalty of presumption of Contractor's guilt.
6. The contractor acquires the rights and duties of the carrier if it:
  - transports the goods on by means of its own fleet and issues a transport document;
  - transports the goods on by means of a foreign fleet but it issues a transport document (contractual carrier);
  - accepts the transport order.
7. The Contractor shall be responsible to The Mandator for loss or damage (including contamination) of the parcel and package as well. Compensation for loss or damage (including contamination) of the parcel and package as well at the time of its adoption until the hand-over to the carrier, further forwarder, issuing the order or person designated by it, shall not exceed the normal value of the consignment, unless the damage resulted from willful misconduct or gross negligence of the Contractor.
8. The Contractor is required to provide a vehicle for loading, which is in a good condition, with a clean and tight cargo area.
9. The contractor is responsible for the actions of his subcontractors as for his own actions and ensures adequate training, appropriate entitlements and other permits or entries to appropriate registers are provided, if required by the type of goods (included veterinary register in case of feed goods) or the form or mode of transport, including, in the case of dangerous goods, Training for Persons involved in the Carriage, by all transport participants, i.e. in particular by their employees, subcontractors and any other person who is used when performing the order.
10. **In case of tankers, the Contractor is obliged to provide empty, clean odorless, dry and sealed or at least closed tanker together with a sleeve. The Contractor ensure that each cleaning method of tankers (dry cleaning, wet cleaning with using water and cleaning agents, wet cleaning with using water and cleaning agents and disinfection), is adjusted to the needs of previous cargo. The driver is aware of his responsibility of condition of his tanker during cleaning, loading, transporting and unloading and according to necessity he takes measures in order to avoid contamination of the cargo and he informs immediately his customer about occurred problems.**
11. **Lack of a written refusal to accept the order after 60 minutes of its receipt is equal to acceptance of the order for execution under these conditions.**
12. After acceptance of the order, the Contractor will provide The Mandator constant contact with driver.
13. **Contractor is required to ensure the use, at least 16 safety belts and at least two crossbeams for proper stabilization of the transported goods in each of the transport vehicles and in each case follow with possible, other, written recommendation of the Mandator, regarding securing of the cargo for the proper stabilization of transported goods.**
14. The Contractor is required to deliver the cargo area in accordance with the order, otherwise it will be charged extra costs resulting from the difficulties, e.g. additional transport costs in order to complete the particular order.
15. Contractor ensure that:
  - a. vehicle, by which cargo is transported, has at least one anti-theft protection, that is alarm or immobilizer or lock gear etc.;
  - b. the cargo will be transported in load part of the vehicle, in which is not visible outside, unless because of the specific or size of the cargo it is impossible;
  - c. during each stop (pause), vehicle and trailer will be closed and above mentioned protection active, and the driver who leaves the truck should take all documents concerning transported cargo.

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16. **The Contractor is required to confirm execution of the order - in accordance with the date of unloading.**
17. **The driver after arriving at the place of loading/unloading/custom clearance is required to report to the person responsible for notification of vehicles in the plant or to the Customs Agency indicated on the order and the Contractor shall notify The Mandator by telephone and via e-mail thereof.**
18. The Contractor is required to inform The Mandator, by phone or email indicated on the received order, about every obstacle in the realization of transport service, regardless of whether it will have an impact on the timely execution of the order.
19. The Contractor is required to ensure maximum safeness of the transported cargo given to him by The Mandator, at the time of the transport, as well as at the time of stops on the road, throughout leaving the trailer only on guarded parking or other fenced and lighted places.
20. The contractor is obliged not to interfere with loads carried on the order of the Principal, unless such interference is necessary for the safety of carriage. In such a situation, the Contractor shall make appropriate safeguards for the goods, i.e. at least the same as at the time of loading
21. All stops undeclared at the time of emergence and unconfirmed in the transport documents (a parking card with signature and stamp of responsible entities) will not be considered.
22. **All inconvenience and changes in realization of the order need to be immediately, that is not later than till 4 p.m. in the order date, communicate to the Mandator by telephone and e-mail. In case when Contractor will not fulfill this obligation, he is responsible for the damages which the Mandator suffered because of that. The Contractor is obligated to send to the Mandator within 2 days after unloading, scans of every transportation documents on the indicated by Mandator e-mail address. Breach of this obligation by the Contractor, authorizes the Mandator to charge a contractual penalty of 50 EUR and extend the payment period to 60 days.**
23. In the absence of information on changing the date of delivery for at least 24 hours before unloading indicated in the order, the Mandator reserves the right to assert claims deducted from freight at the rates of 100 PLN when it concerns national transport and 100 EUR when it concerns international transport.
24. **The Mandator requires delivery the original shipping invoice or e-invoice (upon Mandator's approval) together with the shipping documents (release document and others) by mail on e-mail address kchinvoice.purchase@konimpex.com.pl (desired way) or by post on headquarter address of Mandator not later than 7 days from the date of service otherwise payment will be extended by an additional 30 days. In case of international transport The Mandator requires from the Contractor to deliver the original and properly completed CMR document (specification of cargo and containers, signatures, stamps and dates of all participants (issuing commodity, carrier and receiving goods), by mail on e-mail address kchinvoice.purchase@konimpex.com.pl (desired way) or by post on headquarter address of Mandator and in case of transport outside the EU, custom clearance documents, not later than on the 10th day of next month from the date of service. In If this condition is not practicable, The Mandator shall be entitled to impose conventional penalty on the contractor equal to 23% of the value of transported goods, by the date specified in the request for payment. The date of service is the date of unloading.**
25. **In the case of invoicing in foreign value, that is other than PLN, shall be applied the exchange rate according to the average NBP rate as of the unloading date.**
26. Should the Contractor refuse to execute the order after it is approved, the Contractor shall pay The Mandator a conventional penalty of 100 PLN when it concerns national transport and 100 EUR when it concerns international transport. Payment of the indicated penalty, however, does not deprive The Mandator the right to claim damages from the Contractor on general principles if the damage suffered by The Mandator for this reason exceeded the amount of the reserved penalty.
27. Should the contractor fail to collect the cargo in the prescribed period, The Mandator shall be obliged to reimburse all costs that incurred thereof. Such costs include in particular the difference in freight costs for the replacement vehicle. Under such circumstances, the Contractor's order is automatically canceled and the Contractor cannot claim any rights in respect of The Mandator in connection with such cancellation.
28. In case of failure to deliver the goods within this period, the Mandator shall be entitled to charge the contractual penalty to the Contractor in the amount of 100 PLN/DAY when it concerns national transport and 100 EUR/DAY when it concerns international transport.. Payment of the indicated penalty, however, shall not deprive The Mandator the right to claim damages from the Contractor on general principles if the damage suffered by The Mandator for this reason, exceeded the amount of the reserved penalty.
29. In case if the Contractor provides the vehicle with delay in a designated place, the Mandator reserves the right to assert claims, deducted from freight at the rate of 100 PLN when it concerns national transport and 100 EUR when it concerns international transport. per each day of delay (excluding weekends and public holidays). Duration of loading/unloading up to 24 hours, and in case of international transport outside the EU – 48 hours, is not considered a stop. If the vehicle is stopped for longer than 24 hours, and in case of international transport outside the EU – 48 hours (excluding weekends and public holidays), before loading/unloading, Mandator shall pay the costs of stoppage in the amount of 100 PLN when it concerns national transport and 100 EUR when it concerns international transport, per every 24h of such stop.
30. **In case of breach of the contract conditions, including, in case of feed cargo, crossing the border at the different place than pointed in transport order and not presenting the truck at border veterinary clearance place and in consequence not taking border veterinary clearance of the feed cargo, the Contractor will pay to Mandator contractual penalty in amount 5000,00 EUR.**
31. The parties jointly agree that all information submitted by The Mandator to the Contractor and these received by forwarders or carriers selected by it, in course of execution of this order are confidential. This means that the absolute prohibition of their transfer to third parties in any manner or form without the express written consent of The Mandator. As a third party shall not be considered a further forwarder and the carrier, used by the Contractor in course of performance of this order. In case of breach of this prohibition, Mandator shall be entitled to impose contractual penalty of 35 000 PLN when it concerns national transport and 10 000 EUR when it concerns international transport, on the Contractor. Payment of the indicated penalty, however, shall not deprive The Mandator the right to claim damages from the Contractor on general principles if the damage suffered by The Mandator for this reason, exceeded the amount of the reserved penalty. The same penalty will be imposed by the Mandator on the Contractor, in case of failure in remaining neutral towards the Mandator's customers, understood as a prohibition of taking actions leading to performing transport services for the Mandator's clients, within 3 years from the date of order.
32. The Mandator has the right to make deductions of amounts which the Contractor was required to pay the Mandator, and failed to do so at the written request of the Mandator within the prescribed time limit. The Mandator shall make deductions

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Share capital: 1 502 400 PLN

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from the salary to which the Contractor is entitled for execution of the order in question, to which the above-mentioned obligation referred, or other order performed by the Contractor to the Mandator, which the Contractor hereby agrees.

33. The Parties jointly agree that:
- service via e-mail service to e-mail addresses of persons identified as contact persons shall be considered effective and are provided by persons authorized to enter into this agreement;
  - the moment of delivery of e-mail correspondence is agreed by the parties as the time of receipt of such correspondence to the mail box of the recipient, subject to paragraph c);
  - in relation to item b) the parties agree that hours of service for email correspondence are the hours from 8.00 to 16.00 each working day; correspondence which is received by the addressee after 16:00 on a given day is regarded as delivered on the next working day;
  - simultaneously both parties agree to notify the other party of any change in e-mail address of contact persons, otherwise service to the previous address shall be ineffective.
34. The Contractor is obligated to ensure valid insurance of liability in the required range, so as licenses, permits and other professional qualifications which are necessary to comply with the order. The Contractor ensure that subcontracts possess such valid insurance so as licenses, permits and other professional qualifications which are necessary to comply with the order as well. In case of failure to meet specified requirement, the Contractor agrees to cover any damages that should be covered by the above insurance.
35. In case of international transport in the EU The contractor, acting herein as a carrier, has assumed the rights and obligations of contractual carrier under the terms stipulated in the Convention on the Contract for International Carriage of Goods by Road (CMR) of 19.05.1956, Journal of Laws 1962, No. 49, item 238 with further changes). In any other situations, if not regulated in this order, the relevant provisions of general polish law will apply, including proper civil law provisions, so as provisions of Law of Transportation Act dated 15.11.1984 r. in case of national transport.
36. All provisions of these General Terms of Road transport order / forwarding order related to the Contractor also apply to subcontractors which the Contractor uses to execute the order. The Contractor is obliged to execute the order with the highest professional care and is responsible for the actions and negligence of the subcontractors as well as his own actions and omissions.
37. The parties jointly agree that Polish law shall apply in all matters, including litigation regarding this agreement. If, however, regarding any of the provisions hereunder, the provisions of relevant international agreements or conventions provide for the mandatory provisions, then in lieu of such provision shall be applied valid regulations, without prejudice to the validity of the remaining contractual provisions.
38. Within the implementation of the order, the Contractor confirms that he has read and knows this General Terms.
39. Should any provision of this agreement, some of its provisions or part of these provisions be or become ineffective or will be considered as invalid by court or other national competent authority, it shall not result in the ineffectiveness or invalidation of the remaining provisions. The ineffective or invalid provision shall be replaced by a corresponding effective or valid one. The same applies in cases where the contract includes a legal loophole.
40. Any disputes, which can appear during realization of this order, parties will submit under jurisdiction of the common courts, locally appropriate for Mandator's headquarter.

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