

GENERAL TERMS OF MARINE 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. **The Contractor is required to accept the order up to 24 hours of its receipt, otherwise it shall be considered as approved for execution under these conditions.**
3. Through this order the parties conclude the forwarding / transport contract.
4. The scope of forwarding / transport services includes in particular: transportation of cargo by any means of transport to the harbour for loading on a ship, then transport of cargo by sea.
5. The carriage of cargo by sea concerns the goods specified by type, quantity, measure or weight (booking contract).
6. In case of a need to replace the vessel specified in the contract by another vessel of the same category, fit for transport, without delay, the carrier/contractor is required to obtain authorization from the Employer to change the ship. In order to be effective, such consent must be given in writing (e-mail).
7. Any difficulties/changes in the execution of the order require immediate telephone/e-mail notification of the Employer, on pain of losing the right to rely on those circumstances in further stages of execution of the order.
8. The Parties jointly agree that:
 - a) 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;
 - b) 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);
 - 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;
 - d) 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.
9. **The driver after arriving at the place of loading/unloading is required to report to the person responsible for notification of vehicles in the plant and the Contractor is obliged to notify the Employer.**
10. All stops, missing goods undeclared at the time of emergence and unconfirmed in the transport documents will not be considered.
11. The Contractor is required to check compliance of the package (name, number, weight) with the shipping documents and its packaging, and it is responsible for load distribution and protection during transport.
12. The Contractor shall be responsible to The Employer 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.
13. The Contractor shall be responsible to the Employer for the resulting damage, which covers such losses, and lost benefits if the injury resulted from willful misconduct or gross negligence.
14. 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.
15. In case of Contractor's refusal to execute the order after it is approved, the Contractor shall pay the Employer a conventional penalty of EUR 100. Payment of the indicated penalty, however, shall not deprive the Employer the right to claim damages from the Contractor on general principles if the damage suffered by the Employer for this reason, exceeded the amount of the reserved penalty.
16. Should the contractor fail to collect the cargo in the prescribed period, the Employer shall be obliged to reimburse all costs that incurred thereof. Such costs include in particular the difference in freight costs for the replacement order. Under such circumstances, the Contractor's order is automatically canceled and the Contractor cannot claim any rights in respect of the Employer in connection with such cancellation.
17. In case of failure to deliver the goods within this period, the Employer shall be entitled to charge the contractual penalty to the Contractor in the amount of 100*Euro/day. Payment of the indicated penalty, however, shall not deprive the Employer the right to claim damages from the Contractor on general principles if the damage suffered by the Employer for this reason, exceeded the amount of the reserved penalty.
18. Employer requires the original shipping invoice or e-invoice (upon Employer's approval), issued not later than 7 days from the date of service. The contractor undertakes to serve issued invoice to the Employer within 7 days of its issuance. The date of service is the date of import-entry into harbour, export - the date of departure from the harbour.
19. The Contractor is obligated to ensure valid insurance of liability in the required range, within job requirements, and ensure that subcontracts possess such valid insurance 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.
20. By confirming the order for transportation or warehousing of FSC-certified or FSC-controlled cargo, the Contractor obliges itself to clearly mark such cargo and to separate it from non-FSC-certified or non-FSC-controlled cargo. If the Employer informs the Contractor about other, additional requirements regarding FSC-certified or FSC-controlled cargo, the Contractor is obliged to follow those requirements.
21. Employer has the right to make deductions of amounts which the Contractor was required to pay the Employer, and failed to do so at the written request of the Employer within the prescribed time limit. The Employer shall make deductions from the salary to which the Contractor is entitled for execution of the order in question, to which the

1 Jana Kilińskiego Str, 62-500 Konin
www.konimpexchemicals.com

- above-mentioned obligation referred, or other order performed by the Contractor to the Employer, which the Contractor hereby agrees (pursuant to art. 498 of the Civil Code).
22. 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.
 23. Should any provision of this agreement, some of its provisions or part of these provisions be or become ineffective, it shall not result in the ineffectiveness of the remaining provisions. The ineffective provision shall be replaced by a corresponding effective one. The same applies in cases where the contract includes a legal loophole.
 24. Any disputes that may arise from the implementation of this order shall be settled by common court of competent subject matter jurisdiction to the Employer's headquarters.

Konimpex Chemicals Ltd.
Tel.: +48 63 249 77 92, fax: +48 63 249 77 94
e-mail: kch@konimpex.com.pl
The Register of Companies - the District Court Poznań,
Nowe Miasto and Wilda in Poznań

the 9th Economic Department of the National Court Register
KRS No 0000463374
VAT ID No.: PL6652991824
Company registr. No.: 302442862, BDO 000015177
Share capital: 1 502 400 PLN