



**GENERAL TERMS OF
SERVICE PROVISION BY VIRTUS LOGISTICS
SP. Z O.O.**

GENERAL TERMS OF SERVICE PROVISION BY VIRTUS LOGISTICS SP. Z O.O. (HEREINAFTER: 'GENERAL TERMS')

These are the General Terms of Service Provision by **VIRTUS LOGISTICS** Sp. z o.o. **VIRTUS LOGISTICS** Sp. z o.o. is domiciled in Sopot and its registered address is: ul. M. Reja 13/15 It holds registration in the Entrepreneur Register of the National Court Register maintained by the District Court in Gdańsk, Commercial Division VII, under the registration number KRS 0000459017. The company's share capital is PLN 50 000. Its tax identity number is: NIP 5851466250. These General Terms lay down the mutual formal and legal relations between the Customer and Virtus Sp. z o.o. and apply to the Services **VIRTUS LOGISTICS** performs for the Customer, unless the binding law should require otherwise, or the parties agree otherwise in a bilateral contract.

The Customer declares he has familiarised himself with these General Terms before ordering the Services from VIRTUS LOGISTICS and accepts these General Terms in their entirety.

1. DEFINITIONS

'Current balance of the Customer's account' – the value of all Services **VIRTUS LOGISTICS** has performed for the Customer and invoiced to him, plus the value of all Services already performed but not yet invoiced.

'Price(s)' – the fee agreed by the Parties for the Services rendered by **VIRTUS LOGISTICS**

'Transport Service Price(s)' – the fee agreed by the Parties **for VIRTUS LOGISTICS's performance.**

'Storage Service Price(s)' – the fee agreed by the Parties for the Storage Services performed by Virtus.

'Forwarding Service Price(s)' – the fee agreed by the Parties for the forwarding services rendered by Virtus.

'Additional Services' – services secondary to the prime services of transport, storage, Customs clearance, advisory consultations, or forwarding.

'Business Hours' – the working hours on business days.

'Business Days' – weekdays, Monday to Friday, except for statutorily non-working days.

'Customer' – the entity sending or delivering its order to **VIRTUS LOGISTICS**.

'Code of Business Conduct' – the document containing the statement of the values cherished by Virtus Sp. z o.o.; the document lays down the rules of ethical business conduct and applies to all Virtus employees. The Code of Business Conduct is available at: www.virtuslogistics.pl

'Offer' – the written or oral offer placed with the Customer by **VIRTUS LOGISTICS**, concerning initiation of business cooperation with the Customer and containing the core terms and principles of the relationship.

'OPWS' – the current revision of the Polish General Forwarding Rules developed by the Polish Chamber of Forwarding and Logistics.

'Third Party' – a natural or legal person not being a party to the Contract or Order by way of entering into such a relationship or by being related to a party to such Contract or Order.

'Force Majeure' – any external circumstance or event beyond **VIRTUS LOGISTICS** or Customer's

control, which was unpreventable or unforeseeable at the time the Contract was concluded or the Order accepted.

'Parties' – the Customer and **VIRTUS LOGISTICS**.

'Goods' – the physical objects handled by **VIRTUS LOGISTICS** under an Order for or on behalf of the Customer.

'Cargo Insurance' – additional, voluntary insurance of property in transport or storage.

'Contract' – the agreement concluded between the Customer and VIRTUS acting through their authorised representatives, and/or **VIRTUS LOGISTICS's** Offer presented to the Customer and not rejected in writing by the Customer.

'ADR European Agreement' – the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR), done in Geneva on 30 September 1957 (Journal of 2002: No. 194, it. 1629)

'Service(s)' – transport, storage, Customs clearance, additional, advisory, and forwarding services.

'Customs Clearance Services' – all kinds of services related to the Customs clearance of the goods carried or handled, to name e.g. the clearance, temporary storage at a selected site, drawing of the Customs documents, etc., performed by **VIRTUS LOGISTICS** for and on behalf of the Customer.

'Advisory Services' – any services connected with transport or storage, however unrelated to the physical relocation of the goods, or their handling, or repackaging. Services of the kind include e.g. analyses of the goods delivery chain, or optimisation of the transport or logistic solutions.

'Storage Services' – unloading, loading, reception, storage, stock control, order handling, order picking, preparation for shipment, invoicing, erection, labelling, replacement, warehouse management, information control, and other services relating to the goods, agreed separate between the Customer and **VIRTUS LOGISTICS** and unrelated to the performance of the transport service or the goods carriage instructions, if any.

'Forwarding Services' – services comprising only organisation by **VIRTUS LOGISTICS**, in the Customer's name and on his behalf, of transport services from one place to another; this may involve multimodal transport by air, sea, railway, and road carriers, and any possible combinations thereof. The forwarding services offered by **VIRTUS LOGISTICS** Sp. z o.o. do not include physical relocation of goods, nor does the Company assume the obligation to deal with such relocation in the capacity of the contractual carrier.

'Transport Services' – the services of road transport of goods, including temporary storage of the goods in transport and incorporating e.g. the reloading, cross docking, etc., in the event temporary storage constitutes and integral component of the carriage of goods.

'Order(s)' – the order placed by the Customer in writing or another form specified in clause 2 of these General Terms for the provision of transport, storage, Customs clearance, additional, advisory, or forwarding services, and sent to .

• **2. GENERAL TERMS OF SERVICE PROVISION**

2.1. In order to provide the Services, **VIRTUS LOGISTICS** Sp. z o.o. has obtained transport licence No. expiring on as required by the Polish law.

2.2. **VIRTUS LOGISTICS** shall ensure appropriate equipment to perform the Services to the Order and in compliance with the valid law.

2.3. Unless the Parties agree or explicitly confirm otherwise in writing, be it in the Contract or the Offer, **VIRTUS LOGISTICS** does not render its Services with respect to any of the following Goods:

- arms, war materials, dual use goods, or any other goods subject to a trade ban;
- hazardous goods, as defined in the ADR, DGR, and IMDG regulations
- goods of class 1 (explosives) and class 7 (radioactive substances), or goods of table 1.10.5 (A List of Dangerous Goods of High Risk) to the ADR European Agreement;
- food products not in the producer’s packaging;
- plants or animals;
- human corpses or remains;
- money construed as domestic and foreign tender, securities, cheques, bills of exchange, and other cash equivalents used in trade, plus gold, silver and goods made of these metals, precious stones and pearls, as well as platinum and other metals of the platinum group, as these require separate permits and concessions;
- medicinal products as construed in the Pharmaceutical Law Act of 6 September 2001 (Journal of Laws 2008: No. 45, it. 271, as amended), components used in medicinal products, drugs, or psychotropic and hallucinogenic substances;
- works of art, watches and clocks, antiquities, stamp or coin collections,
- legal deeds, manuscripts, designs or models,
- second hand goods, or repatriation or re-settlement property,
- exhibition components or exhibits,
- musical instruments,
- goods requiring excise duty labeling (cigarettes, tobacco goods, alcohols),
- telecommunication cards of the ‘prepaid’ type, activation cards, or other cards of similar functions,
- computers, tablets, mobile telephones, satellite navigation components, microchips, microprocessors, processors, memory cards, computer software.

2.4. The Customer can place Orders with **VIRTUS LOGISTICS** Sp. z o.o. using the electronic media, i.e. via:

- e-mail
- fax
- in letter

2.5. The Order sent to **VIRTUS LOGISTICS** Sp. z o.o. in any form specified in point 2.4 means that the Customer accepts: all terms of the Order, the provisions of these General Terms, other terms agreed between **VIRTUS LOGISTICS** and the Customer, as well as his obligation to pay the agreed Price.

2.6. The Customer is obliged to append his first-ever Order with copies of the following documents: Regon, NIP, excerpts of the entity’s registration; in the case of natural persons (partnerships included) we require a copy of the document certifying the permanent residence address and the

PESEL number.

2.7. The Customer is obliged to provide **VIRTUS LOGISTICS** Sp. z o.o. with all necessary data and instructions as to the method of performing the services, for instance: certificates, note on the goods type and their classification, storage unit data, reloading and carriage methods, conditions of carriage and storage in terms of the humidity, temperature, etc. The Customer warrants that the provided data are accurate and complete.

2.8. The Customer is obliged to prepare the goods for the service and issue them properly packaged, classified, secured, labeled, and/or addressed.

2.9. Unless the Parties make other arrangements in an agreement, the Customer loads the goods, places them in stock, and unloads them on the Customer's premises or at the destination specified for the delivery/receipt of the goods. In the event **VIRTUS LOGISTICS** Sp. z o.o. is, under the letter of the contract, requested to assist in the loading, placement, or unloading of the goods, such assistance shall be rendered at the Customer's expense and risk.

2.10. The Customer authorises **VIRTUS LOGISTICS** Sp. z o.o. to conduct comprehensive control of the goods, including examination of their content, also with the Customs Services participating (unpacking, foil removal, etc.).

2.11. The Customer shall be solely liable for the reasonable expenses incurred by **VIRTUS LOGISTICS** Sp. z o.o., for any losses **VIRTUS LOGISTICS** might sustain as the result of claims raised against **VIRTUS LOGISTICS** for the goods' failure to comply with any restrictions or requirements laid down in these General Terms, also in item 2.3. above, or because **VIRTUS LOGISTICS**'s refusal to perform or suspend the performance of the services, or its return of the goods. In the event the goods are returned, the Customer shall also be obliged to pay the full Price for the Service.

2.12. If the Customer delivers to **VIRTUS LOGISTICS** Sp. z o.o. any goods which fail to satisfy any of the restrictions or requirements laid down in these General Terms, including pt. 2.3. above, without **VIRTUS LOGISTICS**'s express consent given in writing, **VIRTUS LOGISTICS** Sp. z o.o. shall not be liable for any damages, irrespective of their cause or title, which the Customer may suffer in connection with **VIRTUS LOGISTICS**'s services rendered with respect to such goods (no matter whether the failure to meet any of the restrictions or requirements hereof actually caused or pertained to the damage, and irrespective of any negligence on the side of **VIRTUS LOGISTICS** Sp. z o.o., or any negligence on the side of **VIRTUS LOGISTICS**'s employees or subcontractors, except for willful intent).

• **3. ETHICAL BUSINESS RULES**

3.1. **VIRTUS LOGISTICS** Sp. z o.o. performs services in compliance with the rules formulated in the Code of Business Conduct and obliges its subcontractors to abide by the rules.

3.2. The Customer undertakes to perform his activities in ethical and law-abiding manner.

3.3. **VIRTUS LOGISTICS** shall not be held liable for any loss or damage to the goods, or for untimely performance of the Service whenever this ensues from **VIRTUS LOGISTICS**'s abidance by the rules formulated in the Code of Business Conduct.

• **4. TRANSPORT SERVICES**

4.1. With the Customer's Order accepted by **VIRTUS LOGISTICS** Sp. z o.o., **VIRTUS LOGISTICS**, in its capacity of the forwarder, acquires the rights and duties of the contractual carrier who assumes the obligation of performing transport services in a professional manner, using its own

resources, however on the Customer's account and in his name.

4.2. If the Customer happens to place an Order with **VIRTUS LOGISTICS** for the transport or forwarding of dangerous goods, as the latter are construed in the ADR European Agreement, he shall be obliged to make sure that issued for carriage are only such goods which satisfy the requirements of the currently valid revision of the ADR European Agreement; he shall further be obliged to provide **VIRTUS LOGISTICS** with all data and information necessary to perform the carriage in compliance with the ADR European Agreement. With respect to the above, the Customer is obliged to satisfy e.g. the requirements specified in pt. 1.4.2.1 of the ADR European Agreement, and in particular to:

- a) make sure that the hazardous goods are classified and admitted to transport in accordance with the ADR European Agreement;
- b) provide **VIRTUS LOGISTICS** and the driver with information and data, and with the required shipping documents, if necessary, plus auxiliary documents (permit, admissions, notifications, certificates, etc.);
- c) use no packaging other than that permitted for transport of the specific substances and marked in accordance with the ADR European Agreement;
- d) comply with the requirements applicable to the dispatch methods and dispatch shipping restrictions.

4.3. In the event the Customer, or anyone whose actions the Customer is liable for, fails to comply with the obligations specified in pt. 4.2. or performs them unduly, the Customer shall be obliged to cover all of the resulting costs, damages, charges, and expenses. The Customer shall be obliged to indemnify **VIRTUS LOGISTICS** against any liability to third parties, which might arise from the Customer's infringement on the stipulations of pt. 4.2. and substitute for **VIRTUS LOGISTICS** Sp. z o.o. in any lawsuit initiated against **VIRTUS LOGISTICS** for any of the causes indicated above.

4.4. If in his Order the Customer does not indicate that the goods specified in the Order are dangerous in the sense of the ADR European Agreement, this shall mean that the Customer declares the goods are not hazardous.

4.5. An Order incorporating a sub-order for the Cargo Insurance, or transport of returnable packaging, or transport in controlled temperature, requires individual arrangements and obtaining their written confirmation from .

• **5. STORAGE SERVICES**

5.1. is also a logistics operator offering professional storage services with respect to the Customers' goods.

5.2. All goods stored at **VIRTUS LOGISTICS** 's warehouses remain the Customer's property. The Customer is obliged to procure and maintain an all risks property insurance policy in the amount corresponding with the maximum value of the Goods stored at **VIRTUS LOGISTICS** 's warehouses; he is further obliged to deliver a certificate of the insurance and the General Terms of Insurance to **VIRTUS LOGISTICS** .

5.3. Together with the first delivery of the goods to the warehouse, the Customer shall be obliged to provide **VIRTUS LOGISTICS** with all logistic data pertaining to the goods, to name e.g. the packaging structure, storage conditions, commodity indices, and trade names, plus any other information necessary for the proper performance of the services.

5.4. If in his Order the Customer does not indicate that the goods specified in the Order are

dangerous in the sense of the ADR European Agreement, this shall mean that the Customer declares the goods are not hazardous.

5.5. Orders to be performed within 24h must be placed with **VIRTUS LOGISTICS** Sp. z o.o. no later than at 14:00 hours on the day preceding the order performance date. **VIRTUS LOGISTICS** reserves the right to treat any Orders sent later than at 14:00 hours as orders sent on the following day.

5.6. By 16:00 hours, the Customer is obliged to forward to **VIRTUS LOGISTICS** the number list of all orders sent in on the specific day. **VIRTUS LOGISTICS** shall acknowledge consistency of the provided list with the orders received.

5.7. Good deliveries are received between 6:00 and 16:00 hours, Mondays through to Fridays. reserves the right to move the unloading to the immediately following day, if the vehicle arrives after 16:00 hours.

5.8. The Customer is responsible for the correct marking and packing of the goods delivered to the warehouses run by **VIRTUS LOGISTICS** .

5.9. The goods delivered are accepted on Europallets or other certified pallets. If the deliveries are made in containers (in bulk), the goods are unloaded and stacked on Europallets for an additional charge.

5.10. In the event the contract between the Customer and **VIRTUS LOGISTICS** provides for the Customer's pallet management, the accounts for Europallets are settled with the Customer on the monthly basis under the following formula:

Balance = (the pallets received from the Customer – the pallets issued from the warehouse + the pallets collected from the consignees) x pallet wear-and-tear factor. The pallet wear-and-tear factor is 14.3%.

The Europallet reselling principles can be fine-tuned by the Parties in a separate agreement.

5.11. **VIRTUS LOGISTICS** Sp. z o.o. shall not be held liable for any pallets not returned by the consignees at the delivery, or for enforcement of pallet collection from the recipients of the goods.

5.12. Unless **VIRTUS LOGISTICS** Sp. z o.o. and the Customer agree otherwise, the goods are placed on shelves or in stacks, depending on their type.

The standard Goods storage conditions are: temperature 5°C to 30°C, humidity up to 75%.

5.13. In the event the Customer uses the services of an entity other than **VIRTUS LOGISTICS** for the deliveries and receipts, **VIRTUS LOGISTICS** 's administration expenses incurred in connection therewith, to name e.g. the IT or documentation processing, etc., shall be charged on the Customer.

5.14. **VIRTUS LOGISTICS** may move the goods stored in the Customer's name to another location within a reasonable distance from the present warehouse. If **VIRTUS LOGISTICS** moves the goods on its own initiative, it cannot charge the Customer with the costs related to the transfer.

- **6. CUSTOMS CLEARANCE SERVICES**

VIRTUS LOGISTICS Sp. z o.o. provides Customs Clearance Services only under the Direct Representation scheme.

- **7. FORWARDING SERVICES**

VIRTUS LOGISTICS Sp. z o.o. renders Forwarding Services in accordance with these

General Terms and the OPWS. The OPWS rules apply to the Forwarding Services to any extent not regulated in these General Terms.

• 8. THE PRICES AND PAYMENT TERMS

- 8.1.** The Customer is obliged to pay **VIRTUS LOGISTICS** the Price agreed in the Order, Contract, or Offer. If the Parties have not agreed any price, the Customer shall pay the average market price for the service.
- 8.2.** The Price is not VAT-inclusive, nor does it cover any Customs duties or any other taxes levied on the goods. All of the above costs, taxes, and duties are borne exclusively by the Customer.
- 8.3.** Unless the Parties agree otherwise, the Customer shall be obliged to pay the invoiced amount within 14 (fourteen) days after the date **VIRTUS LOGISTICS** has issued the invoice.
- 8.4.** In the event **VIRTUS LOGISTICS** Sp. z o.o. effects any payments in the name of the Customer towards the VAT tax, Customs duty, or any other levies, the Customer shall reimburse **VIRTUS LOGISTICS** therefor in their net amount.
- 8.5.** Unless the Parties agree otherwise, **VIRTUS LOGISTICS** has the right of lien over the Customer's goods. The Customer may not establish any surety, pledge, or any other security right to the goods to the benefit of any third party without obtaining **VIRTUS LOGISTICS**'s prior written consent.
- 8.6.** With the view of protecting the environment, provided the Customer first agrees thereto in writing, **VIRTUS LOGISTICS** Sp. z o.o. shall deliver its VAT invoices for the services to the Customer in the electronic format.
- 8.7.** The Service Price may be increased by additional charges, e.g.: a charge for the paper invoice, administrative charge, a charge for the return of the delivery note/original CMR note/waybill, or a fee for monitoring the payments.
- 8.8.** In the event the Customer is delayed in making the payment for the Services, **VIRTUS LOGISTICS** Sp. z o.o. shall be entitled to seek statutory interest for the delay and charge the Customer with the debt collection costs. If no default interest regulations apply, **VIRTUS LOGISTICS** shall be entitled to charge the Customer with the contractually agreed interest of 2% (two per cent) per month, as of the original maturity date of the overdue payment. In addition, **VIRTUS LOGISTICS** Sp. z o.o. shall be entitled to charge the Customer with the demand for payment fee amounting to EUR 40.00 for sending up to three notes of demand for payment with respect to the Customer's overdue payment. The interest rate and the charge for the collection steps must be compliant with the valid regulations of the law.
- 8.9.** **VIRTUS LOGISTICS** Sp. z o.o. shall be entitled to charge the Customer with any additional expenses arisen in connection with the circumstances outside **VIRTUS LOGISTICS**'s control, such as e.g. idle waiting time, additional or unscheduled storage, redirection of the goods whilst in transport, unsuccessful attempts to receive or deliver the Goods. If the idle waiting time is not due to **VIRTUS LOGISTICS**'s fault, the Customer shall be obliged to pay **VIRTUS LOGISTICS** the following penalty:
- EUR 250 for each commenced idle waiting day of the vehicle, if the stoppage occurs in international transport service (day one of the idle time is free of charge),
 - EUR 6 for each commenced idle waiting hour of the vehicle, if the stoppage occurs in domestic transport service (the first three idle time hours are free of charge).

8.10. Unless the Parties agree otherwise, the Prices shall remain valid for 3 (three) months after the contract signing date or the day **VIRTUS LOGISTICS** submits its Offer. **VIRTUS LOGISTICS** Sp. z o.o. shall have the right to review the Prices and notify the Customer of any amendments thereto.

8.11. VIRTUS LOGISTICS Sp. z o.o. reserves the right to verify the declarations made by the Customer and incorporated in the Offer submitted with the Customer against the actual facts, including the data stored in the **VIRTUS LOGISTICS** IT systems. In the event **VIRTUS LOGISTICS** discovers any major discrepancies between the actual facts and the declarations made by the Customer, **VIRTUS LOGISTICS** shall have the right to review single-handedly the Prices quoted in the Offer and calculated based on the declarations. Moreover, whenever the shipment parameters or the structure of the goods change, the Service Prices may also change.

8.12. VIRTUS LOGISTICS reserves the right to automatically review the Prices for the services provided whenever the external costs determining the cost of the services performed change. Such external costs include e.g. the fuel, ferry charges, tolls for bridge and tunnel crossings, taxes, and any other road tolls imposed on the carriers (irrespective of the form). Specifically, as of 1 July 2011, the prices for the services offered by **VIRTUS LOGISTICS** Sp. z o.o. are increased by the effected new tolls introduced based on the regulations of the Ordinance of the Council of Ministers, dated 22 March 2011 on the National Roads or their Sections where Electronic Toll is Collected and on the Electronic Toll Rates (Journal of Laws 2011: No. 80, it. 433) and in connection with the introduction of new fees payable to the motorway concessionaires. The prices for the services rendered by **VIRTUS LOGISTICS** Sp. z o.o. will go up automatically (without the need to obtain the Customer's consent) as of the effective date of any new legal regulations introducing new taxes, road tolls, ferry charges, or tolls for bridge and tunnel crossings, or as of the date the already existing taxes, road, ferry, bridge, or tunnel tolls are increased. **VIRTUS LOGISTICS** Sp. z o.o. reserves the right to raise its service prices also in the event any other factors outside the Company's control change.

8.13. The prices for the services rendered by will also be indexed on the case to case basis by the fuel adjustment factor (BAF) and currency adjustment factor (CAF) applicable to the specific period, if the service price is agreed in any currency other than the Polish legal tender. The current and historical factor values are available at: www.virtuslogistics.pl

8.14. All transport service prices not calculated in the PLN shall be settled in the PLN at the prevailing exchange rate valid on the loading date, where such rate is published by the National Bank of Poland on the previous Business Day. If the storage service prices are not calculated in the PLN, the settlements for the storage services shall always be made upon translation into the PLN at the prevailing exchange rate published by the National Bank of Poland in the table of the Business Day immediately preceding the VAT invoice issuance date.

8.15. If the Order or Contract is terminated prematurely, whatever the cause or reason, all invoices previously issued by shall automatically become payable on the date the termination notice is delivered.

8.16. VIRTUS LOGISTICS Sp. z o. o. reserves the right to have the Customer's economic standing and events affecting him, as well as the payments due to monitored by external debt collectors so as to ensure optimal conditions of the business relationship.

8.17. VIRTUS LOGISTICS Sp. z o.o. may grant individual Customers with a credit limit.

The amount of the trade credit shall depend on the Customer's financial standing and the security he proposes. **VIRTUS LOGISTICS** Sp. z o.o. reserves the right to suspend its services to the specific Customer the moment the then current balance of the Customer's account exceeds the trade credit granted to him by Sp. z o.o.

8.18. VIRTUS LOGISTICS Sp. z o.o. and/or its related entity reserve the right to have the debt due from the Customer or his related entities insured ('Debt Insurance') to secure the debt the Customer and/or his related entity may incur in connection with the services **VIRTUS LOGISTICS** Sp. z o.o. and/or its related entities may perform based on the Order or Contract. If the debt insurance is refused or cancelled for any circumstances relating to the Customer, and the Customer is delayed in the payment of the matured invoices, **VIRTUS LOGISTICS** Sp. z o.o. shall be entitled to impose a pledge on the carried Goods. Sp. z o.o. may release the Goods from pledge, if the Customer provides **VIRTUS LOGISTICS** with a commensurate payment security.

8.19. The Customer has the right to cancel an Order placed with **VIRTUS LOGISTICS** without any liquidated damages, if the Order is cancelled no later than 48 (forty-eight) hours in advance of the Order performance commencement date. If the Customer cancels the Order later than 48 (forty-eight) hours before its performance commences, **VIRTUS LOGISTICS** Sp. z o.o. shall be entitled to charge the Customer with 75% (seventy-five per cent) of the agreed price of the thus cancelled services. The Customer shall reimburse **VIRTUS LOGISTICS** for the costs the Company incurs in good faith, irrespective of the moment the Order placed with the Company is cancelled.

- **9. INSURANCE**

9.1. VIRTUS LOGISTICS Sp. z o.o. holds the Forwarder's, Carrier's, and Logistics Operator's TPL Insurance covering the liability defined in the valid regulations of the common law and these General Terms.

9.2. Unless agreed otherwise in writing, **VIRTUS LOGISTICS** Sp. z o.o. shall not procure any Cargo Insurance for the goods transported, handled, or stored. In view of **VIRTUS LOGISTICS**'s limited liability, as referred to in clause 11 of these General Terms, Sp. z o.o. recommends its Customers to conclude a Cargo Insurance contract in order to cover their goods in transport, handling, or storage.

- **10. EXPORT CONTROL**

10.1. It is the Customer's duty to make sure that the goods can be legally exported to or imported from the areas to which the export or import control regulations apply.

10.2. The Customer is also obliged to monitor the List of Embargoed Entities to the extent this might apply to his contractual partners, and to make sure that the goods are not subject to bans, embargoes, or other legal restrictions imposed on their trade. **VIRTUS LOGISTICS** Sp. z o.o. shall have the right to refuse its performance of a service for causes relating to the export control issues, if **VIRTUS LOGISTICS** Sp. z o.o. develops a reasonable concern that: (i) the region, area, or country intended as the destination of the carried goods is subject to embargo or restrictions, (ii) the goods are of the kind banned from trading, or the entities being parties to the transaction are the entities banned or excluded from trade.

10.3. The Customer shall reimburse **VIRTUS LOGISTICS** for all costs of export controls, fees, charges, fines, and legal fees arisen in the course of performing the Services, if caused by the Customer's negligence or willful misconduct. The Customer's obligation to pay the compensation shall not apply whenever **VIRTUS LOGISTICS** Sp. z o.o. fails to duly perform its obligations with respect to the application of the export procedure previously agreed with the Customer.

10.4. Sp. z o.o. shall not be held liable for any delay resulting from its performance of any control procedures aimed at detecting any violations of the export control rules.

- **11. LIABILITY**

11.1. TRANSPORT Services:

11.1.1. The extent of the liability incurred by **VIRTUS LOGISTICS** Sp. z o.o. for the performance of the domestic Transport Services is defined based on the Carriage Law Act of 15 November 1984 (Journal of Laws 2000: No. 50, it. 601, as amended), provided however that if the Customer does not equip in his Order with the information on the value of the goods, the liability of **VIRTUS LOGISTICS** Sp. z o.o. to the Customer who is not a consumer, as the term is construed in the regulations of the Civil Code, shall be limited to EUR 10 for each kilogram of the Goods lost or damaged, and the absolute ceiling of **VIRTUS LOGISTICS's** liability in such a case shall be EUR 150,000 per single damage or series of damages resulting from a single event. Irrespective of the above, **VIRTUS LOGISTICS's** liability in any calendar year for loss, depletion of, or damage to the Goods is limited to EUR 2,000,000, subject to the provisions of it. 11.1.3.

11.1.2. The extent of **VIRTUS LOGISTICS** liability for Transport Services is defined based on the Carriage Law Act of 15 November 1984 (Journal of Laws 2000: No. 50, it. 601, as amended), provided however that if the Customer does not provide **VIRTUS LOGISTICS** in his Order with the information on the value of the goods, the liability of **VIRTUS LOGISTICS** Sp. z o.o. to the Customer who is not a consumer, as the term is construed in the regulations of the Civil Code, shall be limited to EUR 10 for each kilogram of the Goods lost or damaged, and the absolute ceiling of **VIRTUS LOGISTICS's** liability in such a case shall be EUR 150,000 per single damage or series of damages resulting from a single event. Irrespective of the above, **VIRTUS LOGISTICS's** liability in any calendar year for loss, depletion of, or damage to the Goods is limited to EUR 2,000,000, subject to the provisions of it. 11.1.3.

11.1.3. The extent of **VIRTUS LOGISTICS's** liability for international and domestic Transport Services with respect to any Goods up to the weight of 30 kilograms shall always be limited towards the Customer who is not a consumer, as the term is construed in the regulations of the Civil Code, to the liability limits of **VIRTUS LOGISTICS's** subcontractor engaged by **VIRTUS LOGISTICS** Sp. z o.o. under an agreement signed between **VIRTUS LOGISTICS** sp. z o.o. and the subcontractor, and the limits set in the valid law, statutes, or rules, and the liability of **VIRTUS LOGISTICS** Sp. z o.o. shall not exceed the amount **VIRTUS LOGISTICS** obtains from such subcontractor.

11.2. STORAGE Services:

11.2.1. VIRTUS LOGISTICS Sp. z o.o. shall be liable for any damages resulting from the loss of or damage to the Goods stored, from the moment the Goods are received for storage at the **VIRTUS LOGISTICS's** warehouses and up to the moment the Goods are released to their authorised recipient. **VIRTUS LOGISTICS's** liability for the Goods entrusted for storage shall be limited to SDR 8.33 per kilogram of the Goods lost or damaged, and the absolute ceiling of its liability shall be SDR 100,000 per single event or series of events. Notwithstanding the above, **VIRTUS LOGISTICS** Sp z o.o. shall not be liable for any loss, damage, or delay caused by any one or several of the following circumstances:

- a) actions or omissions to act by the Customer, owner of the Goods, or third party acting in their name,
- b) following the instructions given to **VIRTUS LOGISTICS** by the Customer, owner of the Goods, or third party acting in their name,
- c) improper packaging or marking of the Goods, except if the packaging or marking was done by
- d) handling, loading, placing, or unloading of the Goods by the Customer, owner of the Goods, or third party acting in their name,

- e) a latent defect in the Goods, or natural loss of weight or natural deterioration of the Goods, not caused by any action on the part of **VIRTUS LOGISTICS**,
- f) riots, social unrest, strikes, blockages, or work stoppage or suspension, whatever the reason,
- g) fire, flood, storm, explosion, or theft,
- h) a Force Majeure event,
- i) a situation where the goods were in shortage or damaged already in the original and intact collective packaging, provided that immediately upon opening the collective packaging and discovering the shortage or damages **VIRTUS LOGISTICS** Sp. z o.o. notifies the Customer thereof in detail in writing and the damage has not stemmed from any action or omission to act on the side of .

11.3. FORWARDING Services:

11.3.1. The extent of the liability assumed by **VIRTUS LOGISTICS** Sp. z o.o. when performing the Forwarding Services is defined based on the regulations of s. 799 of the Civil Law Act of 23 April 1964, provided however that the liability of **VIRTUS LOGISTICS** Sp. z o.o. for any loss of or damage to the Goods shall always be limited to SDR 2.00 for each kilogram of the Goods lost or damaged, and the absolute ceiling of its liability shall be SDR 100,000 per single event or series of events. In the event the forwarding service is delayed, **VIRTUS LOGISTICS's** liability shall be limited to the price of such forwarding service. Moreover, **VIRTUS LOGISTICS's** liability shall be restricted to the liability limits of **VIRTUS LOGISTICS's** subcontractor under the agreement signed between **VIRTUS LOGISTICS** and the subcontractor, and the limits set in the valid law, statutes, or rules, and the liability of **VIRTUS LOGISTICS** shall not exceed the amount **VIRTUS LOGISTICS** obtains from such subcontractor.

11.4. ADVISORY and ADDITIONAL Services:

11.4.1. As concerns Advisory and Additional Services, the liability of **VIRTUS LOGISTICS** Sp. z o.o. shall be limited to the consideration the Customer paid for the specific Service.

11.5. None of the Parties shall be held liable for any indirect damages or loss of profit suffered by the other Party as the result of willful misconduct, negligence, violation of a statutory obligation, failure to perform or undue performance of an Order or Contract, and also for the loss of good name or goodwill.

11.6. If the Customer withdraws from the Contract or Order for causes resting with **VIRTUS LOGISTICS**, **VIRTUS LOGISTICS's** liability to the Customer who is not a consumer, as the term is construed in the Civil Code, for any damages inflicted by the failure of **VIRTUS LOGISTICS** Sp. z o.o. to perform the Contract or Order shall be excluded.

11.7. None of the Parties shall be held liable to the other Party for its failure to perform or undue performance of a Service or Contract whenever a Force Majeure event occurs.

• **12. INDEMNIFICATION**

12.1. **VIRTUS LOGISTICS** Sp. z o.o. shall indemnify the Customer, hold him harmless, and if this is his desire shall defend the rights of the Customer, his representatives, directors, and employees, against any claims from third parties relating to the Service or Contract, which would result from neglect, gross negligence, or willful misconduct on the part of **VIRTUS LOGISTICS** causing property damage to a third party, such third party's bodily injuries or death. If the Customer desires to exercise the above right, he shall be obliged to notify **VIRTUS LOGISTICS** promptly of the claim.

12.2. The Customer shall indemnify **VIRTUS LOGISTICS** Sp. z o.o., hold it harmless, and if this is

its desire shall defend the rights of , its representatives, directors, and employees, against any claims from third parties relating to the Service or Contract, which would result from neglect, gross negligence, or willful misconduct on the part of the Customer causing property damage to a third party, such third party's bodily injuries or death. If **VIRTUS LOGISTICS** Sp. z o.o. desires to exercise the above right, it shall be obliged to notify the Customer promptly of the claim.

12.3. The provisions of points 12.1 and 12.2 do not apply to any damages to or loss of Goods, or untimely performance of the Service.

- **13. OBSTACLES**

13.1. VIRTUS LOGISTICS Sp. z o.o. shall take all reasonable effort to perform and complete the agreed Services. If at any stage in the performance of the Services their continuation is hindered, exposed to risks, or delayed for causes independent of **VIRTUS LOGISTICS** or its subcontractors, **VIRTUS LOGISTICS** shall not be liable for any related losses, damages, or delays in the Services performed.

13.2. No delay in or non-performance of the Services, which might stem from the obstacles referred to above shall be deemed a breach of the Order or Contract.

13.3. If the obstacle continues for more than 30 (thirty) subsequent calendar days, the Customer or **VIRTUS LOGISTICS** Sp. z o.o. shall have the right to terminate the specific Order affected by the obstacles in writing.

- **14. CLOSING PROVISIONS**

14.1. VIRTUS LOGISTICS Sp. z o.o. enjoys the right to subcontract the Services to be performed, in their entirety or in part, without the need to seek the Customer's prior consent. Subcontracting a Service shall not release **VIRTUS LOGISTICS** from its obligations arising from the Order or Contract.

14.2. In the event any disputes arise as to the construction, interpretation, compliance with, or breach of these General Terms, such disputes shall be solved in negotiations, and failing that resolved by the court of jurisdiction over **VIRTUS LOGISTICS's** registered address.

These General Terms are subject to the Polish law. Any matters not regulated herein shall be governed by the regulations of the commonly binding law, and in particular the regulations of the Convention on the Contract for the International Carriage of Goods by Road (CMR), the Carriage Law Act of 15 November 1984, and the Civil Code.

14.3. These General Terms have been drawn in the Polish and English languages. In the event any discrepancies occur between the Polish and English language versions, the Polish version shall prevail.

14.4. These General Terms come into force and effect as of 2015-04-07

14.5. The text of these General Terms is available on request at **VIRTUS LOGISTICS's** registered address, and its electronic version can be viewed at: www.virtuslogistics.pl accessible for downloading and printing.

