



CARRIER'S OBLIGATIONS

This document defines the formal and legal relations between Virtus Logistics sp. z o.o. , hereinafter called the Customer, and the Road Carrier, hereinafter referred to as the Transport Service Provider. The rules laid down herein apply to any issues not regulated in the law or the contract between the parties.

- 1. When performing an international transport order the Carrier assumes the rights and duties of the international road carrier in accordance with the regulations of the Convention on the Contract for the International Carriage of Goods by Road (CMR) of 19 May 1956, whereas when performing a domestic transport order the Carrier provides the service based on the Carriage Law Act of 15 November 1985.
 - 2. The Carrier must not commission the performance of the order received from Virtus Logistics sp. z o.o. from any third party without obtaining the Customer's written consent well in advance. If in breach of this point 2, the Carrier shall pay the contractual penalty of PLN 40 000.
- 3. The Carrier has no right to dispose of the cargo carried whilst performing international or domestic transport orders.
- 4. The Transport Service Provider is obliged to keep trade secrets and refrain from offering and providing its services to the shippers and consignees indicated in the transport orders given by Virtus over the period of two years after the receipt of the given order. Failure to comply with the requirement of this point 4 shall entitle the Customer to demand the contractual penalty of PLN 100 000 from the Carrier and seek liquidated damages in accordance with the generally binding rules.
 - 5. When taking up the performance of transport orders from VIRTUS LOGISTICS, the Carrier is obliged to familiarise himself (and his employees/drivers) with the Code of Business Conduct, these Carrier's Obligations, and Drivers' Guide.
- 6. The Carrier is obliged to hold the legal title to the vehicles he will use to perform transport orders.
 - 7. The vehicles used to perform transport on order from VIRTUS LOGISTICS should be certified to be roadworthy and fitted so as to meet the legal requirements of the specific country(ies); they should be clean and well-cared for.
- 8. The vehicles should meet the requirements of the EURO 2 or more stringent emission standards.
- 9. When performing a transport order received from Virtus Logistics sp. z o.o. the Carrier is obliged to hold the transport licence and other documents, plus qualifications and authorisations required by the Polish law to deal in the transport of goods.
- 10. The Transport Service Provider is required to hold a valid and paid Carrier's TPL Insurance policy:
 - 10.1. in international transport – for the minimum of EUR 200 000 per event, whenever the transport is performed with a vehicle taking 33 pallets; in domestic transport – for the minimum of EUR 250 000.
 - 10.2. for vehicles of lower payloads, in both domestic and international transport, see below:

- a) up to 1.5 t – minimum EUR 15 000;
 - b) up to 3.5 t – minimum EUR 20 000;
 - c) up to 6 t – minimum EUR 75 000;
 - d) up to 9 t – minimum EUR 90 000;
 - e) up to 13 t – minimum EUR 150 000.
- 10.3. When performing a domestic transport order, the Carrier is obliged to hold a policy insuring him against the risk of assault, theft, and robbery for the insured sums as listed above.
 - 10.4. The parties may both agree to amend the insured sum.
- 11. The Carrier is required:
 - a) to have his vehicle(s) regularly equipped with the devices necessary for the correct fixing and securing the cargo on the loading surface, especially belts, aluminum spacer battens, anti-slip mats, or other items listed in the transport order;
 - b) to secure the cargo correctly for the time of transport and ensure it will not cause excessive noise;
 - c) to have the vehicle fitted with a working mobile telephone;
 - d) to have and use own numbered waybills;
 - e) to be present at and supervise the loading/unloading – unless the parties stipulate otherwise in their contract;
 - f) to check the condition and quantity of the goods during the loading/unloading operations;
 - g) to enter any substantiated reservations in the waybill and notify the Customer on the telephone of the situation whenever the cargo is found divergent from its specification or defective.
 - 12. It is forbidden to stop the vehicles in areas of higher risk; stopping is allowed in attended car parks.
 - 13. The Carrier is obliged to have the following for the transport purposes:
 - 13.1. food articles – the required medical tests (driver) and Sanitary Inspection's decision of admission (vehicle);
 - 13.2. ADR dangerous goods – qualifications for carrying ADR dangerous goods (driver) and properly marked and fitted vehicle;
 - 13.3. temperature-controlled cargo – proper certificate required under the Agreement on the International Carriage of Perishable Foodstuffs (ATP).
 - 14. Transport of medicinal products must be performed in compliance with:
 - 14.1. the Pharmaceutical Law Act of 6 September 2001;
 - 14.2. the Ordinance of the Minister of Health, dated 26 July 2002, on Good Distribution Practice;

- 14.3. the Guidelines of 7 March 2013 on Good Distribution Practice of Medicinal Products for Human Use.
- 15. If pursuant to the order from VIRTUS LOGISTICS the Carrier undertakes to transport goods which require carriage in controlled temperature, he is obliged to have a specialist device for monitoring the temperature in transport. The device must be in working condition, validly and adequately attested.
- 16. The Carrier is obliged to provide VIRTUS LOGISTICS promptly with a print-out generated by the transport temperature-monitoring device on any request from the Company. Failure to forward the print-out shall be understood as a violation of the terms of the transport order. In the event any damage arises, the Carrier shall be obliged to pay the costs of the damage to the transported goods.
- 17. The Carrier should comply with the requirements of the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) done in Geneva on 30 September 1957. This entails the obligation of making sure that the goods he receives for transport are permitted for carriage under the Agreement.
- 18. Before commencing the transport, the Carrier is obliged to make sure that the shipper has delivered all documentation required under the ADR Agreement and that the goods themselves and the vehicle do not appear to be defective in any respect, do not leak, are correctly secured and marked.
- 19. In the event the Carrier discovers any irregularity, he must not commence the transport until the defect has been eliminated. He is also obliged to notify the forwarder in charge of the fact.
- 20. If the Carrier fails to perform his obligations arising from the above points and the ADR Agreement or performs them unduly, he shall be obliged to cover all costs arising therefrom and indemnify VIRTUS LOGISTICS. against any liability to third parties which might arise from infringement on the standards and regulations.
- 21. The refusal to accept a transport order should be delivered in writing within one hour after its placement. If the forwarder in charge does not receive the refusal notice within the set time, the order shall be deemed accepted for performance to the effect of a concluded contract (the stipulation applies to the entities regularly trading with the Customer).
- 22. The Carrier taking his first order is required to deliver his written confirmation of order acceptance or refusal within 15 minutes.
- 23. The Carrier is obliged to notify the forwarder in charge on the side of VIRTUS LOGISTICS immediately of any of the following:
 - 23.1. Any obstacles hindering the performance of the order, including impossibility to issue the cargo at the location specified in the transport order;
 - 23.2. Any anticipated delay in reaching the point of loading/unloading;
 - 23.3. Any detentions or checks by road services, the Customs, Police, and others;
 - 23.4. Any technical failures of the vehicles;
 - 23.5. Any irregularities in the quantity and condition of the goods and their packaging, the pallets, or the documents;
 - 23.6. The loading/unloading operations when completed;

- 23.7. Any delays in the commencement of the loading/unloading operation by the loader/unloader's fault, with the relevant notes entered in the waybill.
- 24. When doing a transport ordered by VIRTUS LOGISTICS to the United Kingdom and/or Ireland the Carrier is obliged to secure the vehicle and the cargo against intrusion by illegal immigrants.
- 25. In the event the goods are damaged as the result of illegal immigrants' boarding the vehicle, the Carrier shall be fully liable for the damage sustained.
- 26. VIRTUS LOGISTICS shall not accept any claims for demurrage paid as the result of the Carrier's untimely bringing the vehicle to the point of loading, unloading, or Customs clearance.
- 27. The time of 24 hours (48 hours in the former NIS countries) after the bringing of the vehicle to the site of loading, unloading, or Customs clearance is free of any additional charges in international transport. The time free of additional charges in the domestic transport is 12 hours.
- 28. VIRTUS LOGISTICS may charge the Carrier for untimely performance of its order up to the amount of the freight on the basis of the damage it has incurred in connection therewith.
- 29. VIRTUS LOGISTICS reserves the right to claim liquidated damages under the commonly binding rules for the failure to bring the vehicle to the loading site.
- 30. The moment any damage occurs, the carrier shall be obliged to produce the damage report containing identification and description of the type of damages or shortages, and shall send it immediately to the forwarder in charge at VIRTUS LOGISTICS
- 31. The Transport Service Provider is required to make sure that the waybill and other documents are signed in full names and dated (optionally stamped) by the authorised parties.
- 32. If the shipper or consignee refuses to place his signature, the Driver/Carrier shall be obliged to contact the forwarder in charge and demand instructions.
- 33. The Carrier is obliged to make a note in the waybill or other transport documents about the carriage of returnable packaging, e.g. pallets.
- 34. If the Carrier fails to account for such returnable packaging noted in the transport documents within 5 days, VIRTUS LOGISTICS will have the right to charge the Carrier with the cost of each unaccounted for pallet at the minimum of PLN 50 per piece.
- 35. The Carrier should send the transport invoices, the original CMR waybill, and other documents confirming the effected transport to the following address.... (main office, or the relevant branch). The Carrier is required to place the number of VIRTUS LOGISTICS's respective transport order on each invoice.
- 36. If the above mentioned documents are issued incorrectly, or do not indicate the number of VIRTUS LOGISTICS s transport order, the Customer reserves the right to send the documents back to the Carrier for elimination of the shortcomings without posting them in its books.
- 37. The Carrier's failure to comply with this document may result in reducing the freight rate for the carriage.

- 38. The Carrier is obliged to pay all necessary costs, taxes, and other fees, including e.g. the minimum pay rates due to his employees and subcontractors, out of the consideration received from VIRTUS LOGISTICS for the Services provided.
 - 39. The Carrier declares he is familiar with the regulations of the German Minimum Wage Act (Mindestlohngesetz) - BT-Ds 18/1558 (hereinafter: 'MiLoG') pursuant to which VIRTUS LOGISTICS Sp. z o.o. may be sued to pay the minimum wages specified in the MiLoG regulations to the Carrier's or his subcontractors' employees engaged in the performance of the Services, and the Carrier further covenants he assumes the obligation to comply with all regulations of the valid law when performing the Services for VIRTUS LOGISTICS.
 - 40. The Carrier is fully aware of the validity of the MiLoG regulations. The Carrier is obliged to take all necessary measures to comply with MiLoG and undertakes he shall follow it to the letter. In particular, the Carrier guarantees that all his employees shall, at all times, be paid the wages stipulated in the MiLoG regulations, where - as of 1 January 2015 - the wages are set at EUR 8.50 (eight euros fifty cents) per hour, for all Services performed in Germany and any Services destined to, originating from, or performed in transit across Germany, waiting time included. The mandatory rest time is, in accordance with the valid regulations, excluded from the above regulations.
 - 41. If the Carrier hires subcontractors to perform the Services, he shall be obliged to take all measures necessary to ensure that his subcontractors also comply with the MiLoG regulations. The Carrier and his subcontractor shall be fully, jointly and severally liable for the subcontractor's compliance with the requirements of MiLoG.
 - 42. The Carrier shall reimburse or indemnify VIRTUS LOGISTICS against any liability connected with third party claims, fines, or penalties imposed by the public authorities for non-compliance with the MiLoG regulations by the Carrier or his subcontractors. This applies in particular to any claims, fines, or penalties imposed on VIRTUS LOGISTICS under the valid MiLoG regulation in conjunction with §14 of the German Act on Employee Delegation - AEntG or because of overdue social insurance premiums, as well as the ensuing penalties and court costs related to the proceedings concerning such claims or penalties.
 - 43. VIRTUS LOGISTICS shall be entitled to deduct all claims, as well as fines or penalties imposed on VIRTUS LOGISTICS . because of the Carrier's violation of MiLoG.
 - 44. Any legal disputes between VIRTUS LOGISTICS and the Carrier relating to the Carrier's performance of orders and services shall be resolved by the court of jurisdiction over the registered address of VIRTUS LOGISTICS
45. Any matters not regulated in this document shall be governed by the General Terms of Service Provision by VIRTUS LOGISTICS and the valid regulations of the national and international law.