

INTERPAPER sp. z o.o. sp. k.

ul. Dąbrowskiego 38/40 p.606

70-100 Szczecin / Poland

Tax ID: 9552274059

Business Register No: 320752212

Registered in Szczecin-City District Court in Szczecin

13<sup>th</sup> Commercial Division of The National Court Register

With share capital of PLN 41,000.00, National Court Register No: 0000337269



## ANNEX constituting an integral part of Transport order

### TERMS AND CONDITIONS OF EXECUTION OF TRANSPORT ORDER

of 01.01.2010

The Contractor **shall**, within **14** days from the date of provision of the service, submit the relevant invoice along with all the required documents. In the event of failure to observe the abovementioned deadline, the carrier shall consent to extending the date of payment by another 30 days

**In view of the internal rules and regulations adhered to by INTERPAPER, please issue an invoice for provided transport services in the month of unloading of the transport vehicle.**

If within 30 minutes from submission of the order no written refusal of acceptance is issued by fax/e-mail, the order shall be deemed accepted for execution in accordance with the terms and conditions stated in the order. The terms and conditions stated in the transport order shall be final. A conditional confirmation of acceptance of the order issued by the Contractor shall not amend the initial terms and conditions of the order.

1. In the event of refusal to execute the transport order following submission of a confirmation of execution of the order (seal, signature) by fax, e-mail, text message, the Contractor shall bear the liability for the freight difference resulting from subcontracting of another carrier.

2. The Contractor shall have a third party liability insurance policy of the carrier with a minimum guaranteed sum of PLN 200,000.00 with optional extended theft coverage. Failure to comply with this obligation shall result in Contractor's contractual penalty in the amount of PLN 20,000.00.

3. In the event of failure to observe the loading/unloading deadline specified in the order, the Principal shall have the right to impose on the Contractor a contractual penalty in the amount of EUR 150.00 for every day of delay. In case of loading/unloading marked as **FIX Date – which shall mean loading/unloading on a specifically indicated date**, the Principal shall have the right to impose on the Contractor a contractual penalty in the amount of EUR 150.00 for every hour of delay.

4. In the event of failure to execute the transport service in accordance with the transport order and terms and conditions of execution of the order, the Principal shall have the right to impose on the Contractor a contractual penalty in the amount of the carriage charges. If the Principal incurs higher losses, the Principal shall have the right to pursue damages exceeding the contractual penalty amount.

5. The Contractor, during execution of this transport order, and within 2 years from its completion, shall not offer any carrier services directly for Principal's customers. In the event of failure to comply with the abovementioned limitation, the Contractor shall pay the Principal a contractual penalty in the amount of EUR 200,000.00.

6. All and any data contained in the transport order, such as data obtained by the Contractor during execution of the order, shall be confidential and consistent with the fair competition principle, as well as must not be used and disseminated.

7. Any additional charges not included in the order shall be paid by the Contractor.

8. The Contractor shall maintain uninterrupted communication with the driver executing the transport service, which will enable tracking of the current location of the vehicle at every request of the Principal. In the event of any problems with execution of the order, the Contractor shall provide direct contact details of the driver.

9. The loading area must be clean, free from any foreign scents, the cover must be airtight. The vehicle must be equipped with minimum 10 security belts. For transportation of paper minimum 20 protective angle bars are required for securing edges of rolls.

10. The cooler-semitrailer must be clean and free from any foreign scents. In case of a load that requires controlled temperature, the aggregate must be turned on before reporting to the loading dock, so that at the time of loading the loading area shows the desired temperature. Constant temperature control during transport if the condition for execution of the transport (**thermograph printout**).



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11. In the event of receiving from the shipper instructions that are contradictory to the transport order, such a contradiction should be reported immediately to INTERPAPER.

12. The driver shall be responsible for the quantity and type of the load, which must comply with the transport order and shipper's documentation. All and any discrepancies and problems must be reported immediately to the Principal.

13. The driver shall be responsible to the correct placement and securing of the load in the load space, including the correct axis load. In case of any reservations, the driver must make a proper entry in CMR letter and obtain a written annotation from the shipper. If the abovementioned situation occurs, the Principal should be notified immediately.

14. The Contractor shall confirm, by accepting the order for execution, possession of all and any required permits and licenses required for provision of transport services and any other certificates and permits authorizing the Contractor to transport goods indicated in the order (for example, food products, hazardous materials) in accordance with binding legal regulations.

15. The transport vehicle must be stationed (i.e. left by the driver) only on guarded parking lots. Any stop breaks resulting from the obligation to observe the work schedule by the driver may be made at road side parking lots by motels, hotels, 24/7 petrol stations or a customs post, however under the condition that the driver remains in the vehicle.

16. The Contractor shall not be entitled to any additional remuneration for stop breaks in anticipation of loading up to 24 hours and unloading up to 24 hours, following the time of loading or unloading agreed upon. In case of The Commonwealth of Independent States, the loading/unloading time free from any additional charges equals 48 hours. The time of stationing does not include Saturdays, Sundays and national holidays. The carrier shall not be entitled to any additional remuneration for breaks resulting from delays of Customs Office. Stops must be confirmed with a seal and legible signature of the person confirming the stop in the Stop Chart. Stops should be reported immediately to the Principal. Remuneration for stops, with reservation of the above, shall be EUR 100.00 for vehicles of above 1.5 ton dmc and EUR 50.00 for vehicles up to 1.5 ton dmc.

17. In the event of customer's complaint, the freight payment shall be suspended until the complaint is resolved.

18. The Contractor, when accepting the order for execution, shall be in possession of a valid carrier's third party liability insurance. The carrier shall be also responsible for insuring goods in transport.

19. The Contractor may not subcontract execution of the transport order to other subcontractors or take additional loads without a written consent of the Principal, subject to non-payment of the freight charge.

20. The contract for provision of services may not be assigned to third parties without Principal's consent.

21. To all and any matters not regulated by this transport order shall apply relevant provisions of The Convention on the Contract for International Carriage of Goods by Road (CMR) and The Civil Code.

22. All and any disputes shall be submitted to the court in Szczecin.

We hereby declare that we are a VAT Payer assigned with Tax Payer Number NIP: PL 9552274059 and we consent to issuance of invoices without our signature.

**In the event of any problems with execution of the service,  
please contact us immediately.**

