

-----CONDITIONS OF ORDER-----

1. The Contractor is obliged to comply with all regulations regarding the posting of employees and the minimum wage applicable in the countries in which he performs services provided to the Client and in the territory of which his vehicle is currently located, as well as to comply with all regulations applicable to carriers, in particular provided for by Austrian, Belgian, French, Dutch, Luxembourgish, German, Hungarian and Italian law. By accepting the order, the Contractor declares that he complies with the provisions referred to above and authorizes the Client to check the truthfulness of this statement by the Contractor, in particular by requesting the provision of appropriate information and documents.

2. The parties agree that they are entering into an evidence agreement within the meaning of Art. 4589 of the Code of Civil Procedure providing that proof of the provision of the transport service by the Contractor may only be made by presenting the documents referred to in point 4, and the parties exclude the possibility of using any other means of evidence to prove this circumstance.

a. the invoice should be issued in PLN according to the average exchange rate of the National Bank of Poland on the day preceding the day of completion of the service (i.e. the day of unloading, in accordance with CMR), if transport (freight) was agreed in a foreign currency,

b. if the order states that the transport (freight) is payable in GBP/EUR, for VAT purposes the invoice must include the amount in PLN according to the average exchange rate of the National Bank of Poland on the day preceding the day of completion of the service (i.e. the day of unloading, in accordance with CMR), additionally, the exchange rate table number and the exchange rate value for a given day must be entered on the invoice,

c. the amount indicated on the invoice should also be expressed in words,

d. the invoice in the notes must indicate the number of the transport order to which it relates, and the Contractor will issue an invoice for the services provided, separately for each individual order, no later than the end of the month,

e. the invoice should be issued in the month the service is completed, unless the service completion date falls 3 days before the end of the month - in which case it may be issued in the following month,

f. the invoice should contain information on the prohibition of assignment of receivables,

g. the bank account number should be legibly provided for the payment currency, indicating, in the case of EUR/GBP, the appropriate SWIFT code for the Contractor's bank.

Violation of any of the obligations provided for in this point authorizes the Principal to charge the Contractor a contractual penalty in the amount of 20% of the gross freight.

3. Providing the Client with original transport documents is a key obligation of the Contractor due to the fact that these documents are used to document transport in court and administrative proceedings. In connection with the above, the Contractor is obliged to provide the Client with:

a. within 72 hours from the date of unloading - legible copies of all transport documents accompanying the shipment in a form enabling reading of their content, in particular the notes, dates, stamps and signatures contained therein; the documents should contain clear dates of loading and collection, as well as legible signatures and stamps of the shipper and recipient under penalty of a contractual penalty of 2% of gross freight for each day of delay

b. within 21 days from the date of unloading - originals of all transport documents for the shipment; the documents should contain clear dates of loading and collection, as well as legible signatures and stamps of the shipper and recipient under penalty of a contractual penalty of 2% of gross freight for each day of delay

4. The deadline for payment of the remuneration due to the Contractor for the implementation of the transport contract is 30 days, unless the contract provides otherwise, and is counted from the date of examining the quality of the service provided by the Contractor in accordance with Art. 9 of the Act on counteracting excessive delays in commercial transactions. The quality test is carried out on the basis of evidence of the service provided by the Contractor, in particular transport documents sent to the Client by the Contractor in a form enabling familiarization with their content, in particular with the notes, dates, seals and signatures on them. The date of payment is considered to be the date on which the Client submits a bank transfer order for the Contractor's receivable.

5. If, for reasons attributable to the Contractor, in particular in the event of the Contractor losing the status of an active VAT payer, the Client loses the right to deduct the VAT included in the Contractor's remuneration from the tax due to the Client, the Client will be entitled to charge the Contractor a contractual penalty in an amount equivalent to VAT which cannot be deducted. This fee will reduce the Contractor's remuneration.

6. The driver cannot leave the means of transport with the goods unattended. Leaving the means of transport with the goods unattended means the driver physically leaving the cabin of the means of transport and leaving the vehicle with the goods outside the parking lots:

- a) guarded or,
- b) located within a gas station, hotel, motel, bar, restaurant or,
- c) located directly next to a national road, motorway or expressway or,
- d) located at the customs/border terminal or,
- e) indicated by the police or other authorized public services).

7. Leaving the means of transport together with the goods unattended is not considered as leaving the means of transport resulting from:

a. regulations on drivers' working time.  
b. regulations governing the rules for taking weekly rest in vehicle cabins, provided that the means of transport with the goods will be left behind:

- in a parking lot located within the hotel, motel or other accommodation facility where the driver stays overnight - at a distance no further than 600 m from the driver's accommodation or

- if the hotel does not have parking spaces or there are no free spaces, parking is allowed in lighted parking lots intended for trucks, located at gas stations, motels, hotels, restaurants, bars, customs offices, border crossings or ferry crossings located on the transport route - no further than 600 m from the driver's accommodation,

c. obligations related to loading, loading and unloading, including while waiting for the commencement of these activities;

d. the need to complete border, financial and customs formalities related to transport;

e. the need to complete formalities related to the ferry crossing;

f. the need to refuel and/or replace operating fluids;

g. the need to use the toilet at a gas station or parking lot;

h. sudden deterioration of weather conditions, making further safe driving impossible;

i. sudden illness or fainting of the driver documented by a doctor;

j. the need to call for help after a breakdown or road accident;

k. carrying out orders from the police or other authorized services.

Provided that leaving the means of transport with the goods for the reasons specified in point 7(a). a), f) and g) will take place in lighted parking lots intended for trucks located on the transport route directly next to a national road, motorway or expressway.

8. Leaving the means of transport with the goods unattended is also not considered as leaving the means of transport with the goods in a guarded or supervised parking lot that provides this type of service and issues a receipt for accepting the means of transport under the care/supervision of the carrier, provided that this place is separated, fenced, closed and lit at night, supervised 24 hours a day, equipped with entry and exit blocking devices that prevent the entry and exit of a vehicle without the permission of the supervisor.

9. When leaving the means of transport, the driver is obliged to perform all of the following activities:

a) lock the means of transport with all existing locks and take the key with you,

b) activation of alarm systems installed in the vehicle or other anti-theft protection devices included in the means of transport

c) removes transport documents and vehicle documents from the vehicle.

10. If the Contractor's civil liability insurance contract provides for more stringent transport safety requirements, the Contractor is obliged to comply with the rules set out in the insurance contract.

11. When handing over the shipment to the recipient, the Contractor is obliged to ensure that:

a) the shipment was delivered to the company's headquarters or the recipient's place of residence indicated by the sender in the consignment note,

b) the shipment was delivered to an adult person indicated in the transport documents and residing at the address indicated in the consignment note, whose identity was verified by the Contractor

c) the receiving person acknowledged the receipt with a legible signature,

d) the receipt was additionally marked with:

- if the addressee is an entrepreneur: a company stamp indicating the name and surname and position of the person receiving the shipment in the recipient's enterprise.

- if the recipient does not run a business: the number of the recipient's ID card or other identity document, and the ID card or other identity document was presented to the Contractor, who is obliged to check the recipient's data from the ID card or other identity document.

12. The Contractor should follow the following rules for replacing pallets:

a) in the event of an obligation to replace pallets or gitterboxes during loading, the Contractor is obliged to confirm the replacement with the original pallet receipt or other appropriate document. Failure to replace pallets/gitterboxes will result in a contractual penalty of EUR 16.00 per pallet and EUR 100.00 per gitterbox. Failure to provide the original pallet receipt confirming the replacement of pallets/gitterboxes within 14 days from the date of service will be treated as failure to replace and will result in charging the above-mentioned contractual penalties.

b) In the event of the obligation to return pallets/gitterboxes to the shipper, the Contractor undertakes to make such a return within 10 days from the date of service and document the return with the original pallet receipt or other appropriate document. Exceeding the above deadline, failure to provide documents confirming the return of pallets/gitterboxes within 24 days from the date of service or failure to return the pallets will result in a contractual penalty of EUR 16.00 per pallet and EUR 100.00 per gitterbox.

c) If there is no obligation to replace pallets/gitterboxes (at loading or unloading or in both places), the Contractor undertakes to collect the original pallet receipt or other appropriate document in the place where there was no obligation to exchange (or another place indicated in the order). confirming that the pallets/gitterboxes have not been replaced. Failure to provide documents confirming the failure to replace pallets/gitterboxes within 24 days from the date of service will result in a contractual penalty of EUR 16.00 per pallet and EUR 100.00 per gitterbox. The signing of the pallet receipt by the driver constitutes a confirmation that he has received pallets in the number and type specified in the said document and that he has no reservations as to their quality. Any differences in the quality and quantity of pallets resulting from the above provisions may constitute the basis for claims by the Client.

13. The Contractor is obliged to immediately (i.e. within 30 minutes of the event) inform the Customer about the completion of loading and unloading. The information should be provided in documentary form (i.e. by text message, via the transport exchange messenger, by e-mail or fax). The Contractor is obliged to send a photo or scan of the CMR consignment note for the order carried out by the Contractor to the Customer's forwarder immediately after unloading, no later than within 30 minutes from the date of unloading, providing the contact details of the Contractor and the number of the received order.

14. The Contractor is obliged to refrain from performing the transport contract concluded with the Client and within a period of 3 years after its completion.

a) submitting offers directly to the Client's contractors and carrying out transport on their behalf without the Client's intermediary.

b) submitting offers directly to the Client's contractors or carrying out transport on their behalf without the Client's intermediation by entities related to the Contractor either personally or by capital.

c) submitting offers directly to the Client's contractors or carrying out transport on their behalf without the Client's intermediary by the Contractor's subcontractors with the help of whom he performed transport for the Client, provided that this applies only to those Client's contractors for whom a given subcontractor performed transport as part of the implementation transport contract ordered by the Client to the Contractor. however, the Contractor's remuneration provided for in the agreement concluded with the Principal also includes the obligation to comply with the provisions of this point (prohibition of acts of unfair competition)

15. The Client's contractor within the meaning of point 14 is the entity that placed an order for the transport of the Client, which was then entrusted to the Contractor, and any entity where loading or unloading takes place during the execution of the order given to the Contractor, each entity indicated in consignment note as a sender, recipient or carrier during the execution of the order given to the Contractor, as well as any entity known to the Contractor that has placed an order for the transport of the Client, which was then entrusted to the Contractor. In each case in which the Contractor personally or through persons related personally or by capital intends, within the period specified in point 19, to establish cooperation in the scope described in

point 19 with any of the entities mentioned in the preceding sentence, of which the Contractor has no knowledge, whether he placed an order for transport to the Principal, which was then entrusted to the Contractor, he is obliged to ask the Principal in writing whether the Contractor is bound by the prohibition of acts of unfair competition in relation to this entity. If the Client does not respond within 7 business days, the Contractor will be released from the obligation described in point 19 in relation to the entity covered by the inquiry.

16. The Contractor is considered to be a person with personal or capital connections:

- a) all entities holding more than 10% of shares in the Contractor's capital;
- b) all entities in which the Contractor holds more than 10% of shares;
- c) entities that are partners in a partnership with the Contractor;
- d) entities that are partners of the Contractor who is a partnership;
- e) members of the bodies of the Contractor which is a capital company;
- f) cooperatives and associations in which the Contractor is a founding member or member of the bodies
- g) ascendants and descendants, siblings and relatives by affinity up to the first degree of the Contractor, as well as any of the entities described above
- h) any entities in which the persons mentioned in point (a) e and f hold more than 10% of shares in the share capital in the case of capital companies in which these persons are partners in the case of partnerships or in which these persons are founding members or members of the bodies.

17. If the Contractor violates the obligation specified in point 14, the Client has the right to charge a contractual penalty of EUR 100,000 for each violation.

18. An order can only be accepted without reservations. The contractor may not accept the order subject to any condition or deadline. If the Contractor returns the order form sent to the Contractor by the Client with deletions or changes made to the Ordering Party, the deletions and changes will be considered ineffective, and the order will be accepted without reservations. The following are considered equivalent to confirmation of acceptance of the transport order, resulting in the acceptance of the order for execution under the conditions specified therein:

- a) no refusal to accept such an order, sent by fax or e-mail to the number/address indicated in the order, by the Contractor within 30 minutes of sending him the transport order by fax or e-mail.

General Terms and Conditions of the Order - constitute the integral content of the contract and offer for the transport order and are binding on the Contractor upon acceptance of the order for execution. This offer to conclude a transport contract may only be accepted without reservations. The contract with the content contained in the order is concluded by its written or e-mail confirmation, and also in the absence of a written response from you within 30 minutes of sending the order, CONDITIONS

----- ORDER EXECUTION-----

1. The Contractor is obliged to check whether the data presented to him in the order are correct, comprehensive and enforceable, and in the event of any irregularities or inaccuracies, the Contractor is obliged to immediately notify the Principal of this fact under pain of losing the right to refer to them in the future.
2. The confirmed order together with the vehicle registration number, name and surname of the driver and his ID card number should be sent to the Customer.
3. The Contractor may not entrust the execution of the order to a third party (subcontractor) without the prior written consent of the Client, subject to nullity. Failure to comply with the reservation described above entitles the Client to charge the Contractor a contractual penalty in the amount of 100% of the agreed freight.
4. We pay special attention to maintaining the perfect cleanliness of the tank/silo. Silo it must be washed before loading, which must be confirmed by a cleanliness certificate. For products loaded in InowrocŁaw/Janikowo, it is required to use the Twenty Twenty car wash. The Contractor is obliged to use only approved tank washing facilities (applies to tanks and silos), and to immediately notify the Ordering Party in the event of non-compliance, deviations from the established operating rules, accidents and other events that may have a negative impact on the quality, natural environment and health of those involved. people and third parties. In the event of violation of any of the

above rules, i.e. in the event of: failure to wash the silo/tank before loading, or - use of other washing facilities than those indicated above, or failure to present a cleanliness certificate, or - failure to undergo a cleanliness inspection of the silo at the Twenty Twenty company's operational base or failure to notify the Principal about deviations, accidents or events that may have a negative impact on the quality, natural environment and human health. The Principal is entitled to demand from the Contractor a contractual penalty of EUR 200. In the event of any changes in the transport performed that differ from the arrangements contained in the order, the Contractor will be charged with all the customer's claims.

The client is not responsible for any downtime during loading and unloading.

5. In the event of a delay in delivering the vehicle to the loading place, the Customer reserves the right to charge a contractual penalty of PLN 100.

EURO for each commenced hour of delay, but a maximum of EUR 300. After the third hour of delay in delivering the vehicle to the loading place, the Customer has the right to consider the car as not delivered and to withdraw from the contract due to the fault of the Contractor, without the need to call for its execution.

6. The Contractor is obliged to check the compliance of the goods with the documentation, in particular in terms of quantity, weight, characteristics, as well as the condition of the goods. The Contractor is obliged to report to the Principal any irregularities in this respect, in particular underweight goods, before leaving the plant, under penalty of payment of a contractual penalty of EUR 100.

7. The contractor is not entitled to leave the plant if the goods are not unloaded or not fully unloaded. In the event of a breach of this obligation, the Contractor is obliged to pay a contractual penalty of EUR 100.

8. The driver may leave the vehicle only when the vehicle and the cargo are parked in a guarded parking lot or in an area that is fenced, closed, lit at night and is under 24-hour supervision controlling entry and exit.

9. The Contractor declares that he has a valid license to perform domestic/international transport along with a valid third party liability insurance policy for min. EUR 150,000, and all documents and equipment required by law and necessary to carry out this order. The Contractor is obliged to provide the Client with a document confirming payment of the premium.

10. The Contractor undertakes to comply with all operational procedures required at loading/unloading sites, including company road regulations. The Contractor's drivers are obliged to use personal protective equipment at the place of loading and unloading, in particular the measures required by the loader/unloader. (at least reinforced shoes, long trousers, reflective vest, helmet, The Contractor is obliged to ensure that drivers comply with applicable regulations, in particular regarding maintaining sobriety and refraining from taking intoxicants. The Contractor is solely responsible for any damage caused to the Client or third parties in connection with failure to comply with the above obligations. The Contractor is solely responsible for the correct settlement and payment of remuneration due to the persons he uses to perform the order and for the fulfillment of public law obligations related thereto. In the event of a third party or authorized party submitting claims to the Principal authorities The Contractor will indemnify the Client.

11. The Contractor is obliged to ensure that the transport is carried out by a technically efficient vehicle with all up-to-date tests, together with a semi-trailer - silo in technical condition in accordance with the regulations and functional unloading equipment. If the silo semi-trailer does not meet technical standards or safety requirements, e.g. it has faulty pressure gauges, damaged hose connections, missing microfilter, worn seals, and in the case of faulty unloading equipment, the Contractor will pay the Principal a contractual penalty of EUR 150.

12. If an event that may cause damage occurs during the execution of the order, the Contractor is obliged to notify the Client of the fact of such an event, before leaving the plant (from the place of damage). Before leaving the scene of the incident, the person who performs the order on behalf of the Contractor (driver) is obliged to prepare photographic documentation and is obliged to follow the Client's guidelines. No external protocols regarding the event may be signed without the Client's consent. Failure to comply with the above procedures, i.e. failure to contact the Client before leaving the scene of the damage, failure to prepare photographic documentation or signing an external protocol regarding the event without the Client's consent, entitles the Client to charge a contractual penalty of EUR 300.

13. In the event of a delivery delay, the Contractor is obliged to immediately inform the Customer about this fact. Otherwise, the Client may charge a contractual penalty of EUR 150.

14. In the event of a delay in delivery in domestic transport, the Contractor will pay the Customer a contractual penalty equal to twice the freight amount.

15. In the case of carrying out transport orders, under pain of GMP+, the Contractor is obliged to perform them in accordance with the applicable regulations. When accepting the order, the contractor declares that he has a valid GMP+ certificate, the driver who will perform the transport is trained in the regulations applicable during transport under GMP+ pain, and that the semi-trailer used in transport meets all technical and formal and legal requirements authorizing the transport of products in it. under the supervision of GMP+. If the declaration of possession of the GMP+ certificate turns out to be false or, despite having the certificate, the Contractor violates the terms of transport under penalty of GMP+, The contractor will pay a contractual penalty of EUR 300.

16. The Contractor will be obliged to reimburse the Ordering Party for all costs charged to the Ordering Party in connection with improper or untimely execution of the order by the Contractor.

## II. NON-COMPETITION CLAUSE AND OBLIGATION OF SECRETITY

1. During the execution of this order and within a period of three years from the date of the last transport/warehousing operation performed on the basis of this order, the Contractor or his subcontractor (if allowed) is not entitled to provide, directly or indirectly, any transport or forwarding services to entities indicated by the Contractor. in this order (this also applies to the prohibition of contacts with the Client's client or offering services directly or indirectly to the Client's client and providing entities conducting business activities overlapping at least in part with the activities carried out by the Client, the Client's client's data and information regarding the registered office of this client, and also his telephone number and e-mail address).

2. Violation of the prohibitions indicated above results in the obligation to pay a contractual penalty in the amount of EUR 100,000 and withholding all payments to the Contractor.

3. The Contractor is obliged to keep secret all information he comes into possession of in connection with the execution of this order, including

information about the Customer's Customers and the freight amount. The parties will consider this information to be the business secret of the Principal. If the Contractor or the driver performing transport on his behalf discloses to a third party information covered by business secrets, the Client has the right to demand from the Contractor the payment of a contractual penalty in the amount of EUR 6,000.

## -----CONTRACTUAL PENALTIES - RATES -----

### DESCRIPTION OF THE EVENT

1 Entrusting the execution of the order to a third party (subcontractor), without the prior written consent of the Client (point I.3) EUR 500

2. Failure to notify the Client of the underweight of the goods before leaving the plant (point I.8.) EUR 200

3. Leaving the establishment in the event of non-unloading or incomplete unloading of goods (point I.9) EUR 500

4. No information about delivery delay (point I.15) EUR 200

5. Delay in delivery in domestic transport (point I.16) EUR 200

6. Violation of the GMP+ procedure (point I.17) EUR 500

7. Lack of immediate (within 3 hours from scheduled delivery) information to the Customer about the delay in delivery of EUR 100

8. Delivery of transport documents after 7 days from the end of transport (point III.5) 200EU

9. Failure to wash the silo/tank before loading, or - using a car wash other than that indicated in the order, or failure to present a cleanliness certificate, or - failure to undergo a cleanliness inspection of the silo at Twenty Twenty's operational base, or failure to notify the Client of deviations, accidents or events that may occur negative impact on quality, the environment and human health EUR 200

10. Delay in loading (delay in arrival of the vehicle) (point I.7) EUR 100 for each commenced hour of delay, maximum EUR 300

11. Execution of the order by a technically defective vehicle, especially if the silo trailer does not meet technical standards or safety requirements, e.g. it has faulty pressure gauges, damaged hose connections, missing microfilter, worn seals, as well as in the case of faulty unloading equipment (point I.13) EUR 150

12. Failure to comply with procedures in the event of an event that may cause damage, i.e. leaving the plant before reporting the occurrence of a damage event to the Principal or failure to produce photographic

documentation of the scene of the event that may cause damage or signing external protocols regarding the event without the prior consent of the Principal (point I.14) 300 EUR

13. Violation of the prohibition of competition consisting in providing directly or indirectly any transport or forwarding services to the entities indicated to the Contractor in this order (this also applies to the prohibition of contacts with the Client's client or offering services directly or indirectly to the Client's client and making them available to entities conducting competitive activities in relation to the Principal's business, data of the Principal's customer and information regarding the registered office of this customer, as well as his telephone or e-mail address).(point II.2) EUR 100,000

-----NOTES-----

1. If additional costs arise during the execution of a transport order (loading, transport or unloading), for which the Client is responsible, the Contractor is obliged to document them and send them, together with an accounting document, to office@twentytwenty.com.pl. At the same time, we would like to inform you that during the analysis of documents, if any deficiencies are found, we may request explanations or other evidence confirming the costs incurred.

-----INSTRUCTIONS FOR ISSUING INVOICE-----

The payment deadline is counted from the date of receipt of the complete set of documents together with a correctly issued invoice.

In the case of freight quoted in EUR, payments will be made in the amount of EUR GROSS.

1. A correctly issued invoice is considered to be: An invoice issued in the month in which the transport was unloaded.
2. The date of sale is the date of unloading in accordance with the CMR document
3. The VAT amount on the invoice should be converted into Polish zlotys at the average NBP exchange rate preceding the day of unloading (in accordance with CMR), also expressed in words - please enter the exchange rate table number and the exchange rate value for a given day.
4. Please clearly provide the bank account appropriate for the payment currency.
5. In the case of EUR currency, please provide the appropriate SWIFT code for your bank.
6. Please include our transport order number in your comments.
7. The amount to be paid should also be written in words. Attention! We are not responsible for exchange rate differences arising in the case of EUR deposits to a PLN bank account or vice versa.
8. Please clearly indicate the bank accounts for payments.