

**GENERAL TERMS AND CONDITIONS OF
RAILWAY GOODS TRANSPORT SERVICES
CTL LOGISTICS**

Carrier: CTL Logistics Sp. z o. o. with its registered office at ul. Długa 90, 41-208 Sosnowiec, registered with the District Court of Katowice-Wschód, 8th Economic Division of the National Court Register under the KRS number 0000289679 in the amount of share capital: PLN 164.710.500,00 NIP [Tax Identification Number] 525-24-01-994, REGON [National Business Registry Number] 141051844

Subject of regulation: Definition of the rights and obligations of the Customer and the Carrier in respect of cooperation in the provision by the Carrier of rail freight services under a contract of carriage

§ 1 Services

1. The Carrier provides rail freight services ("**Services**"/"**Service**") to the Customer on the basis of a concluded contract of carriage, these General Terms and Conditions for Rail Freight Services (**GTC**), as well as those applicable to the CTL Logistics Group: The Freight Transport Regulations constituting **Appendix No. 1** to the General Terms and Conditions ("**Regulations**") and the Freight Tariff constituting **Appendix No. 2** to the General Terms and Conditions ("**Tariff**") as well as the applicable provisions of national and international law. The order of validity of the documents constituting the content of the legal relationship for the provision of the Services:
 - a) contract of carriage;
 - b) General Terms and Conditions without attachments;
 - c) the Regulations;
 - d) the Tariff;
 - e) other attachments to the General Terms and Conditions (**collectively referred to as the "Contract of Carriage"**).
2. The carrier is the entity entitled to provide Services on the basis of a licence granted by the President of the Railway Transport Authority to carry out rail freight transport.
3. The Carrier's activities are covered by tort and contractual liability insurance for damage to property and persons caused in connection with its business activities, including in particular damage caused as a rail carrier.

§2 Conclusion of the Contract of Carriage.

1. The Contract of Carriage is concluded when the Customer and the Carrier sign it:
 - a) a shipping order with the contents set out in **Appendix 3** to the GTC ("**Order**");
 - b) a framework contract for the provision of services for rail transport ("**Framework Agreement**").
2. By signing the Order or Framework Agreement, the Customer agrees to the terms and conditions of the Services contained in the Contract of Carriage ("**Terms of Service**").
3. Any information regarding the Services received by the Customer from the Carrier before the conclusion of the

Contract for Carriage is binding on the Carrier for the purpose of concluding the given Contract for Carriage only if this explicitly follows from its content.

4. In specific situations, the Carrier may condition the conclusion of the Contract for Carriage on the Customer fulfilling additional requirements necessary for the provision of Services, particularly those arising from the Act of March 9, 2017, on the system of monitoring road and rail transport of goods and fuel trading, and its implementing regulations ("**SENT Act**"). If the subject of carriage is subject to monitoring under the SENT Act, the Customer shall complete the SENT declaration in accordance with the template provided in Appendix No. 4 to the GTC for the purpose of concluding the Contract of Carriage.
5. The Carrier shall promptly inform the Customer if it decides not to conclude the Contract of Carriage signed by the Customer.

§ 3 Remuneration of the Carrier.

1. The Carrier shall perform the Services for the remuneration specified in the Contract of Carriage. Additionally, in cases specified in the Contract of Carriage, including the GTC, the Regulations, the Tariff, or as required by law, the Customer is obliged to reimburse the Carrier for any costs and expenses related to the performance of the Service.
2. The remuneration is subject to Contract between the Customer and the Carrier in the Contract of Carriage.
3. The Carrier shall be entitled to invoice for the Service at the earliest on the date of performance. The date of service performance shall be considered the date of arrival of the subject of carriage (loaded wagon) at the destination station, as recorded in the consignment note.
4. Unless otherwise agreed, the Customer is obligated to pay the Carrier's fee within 14 days from the date the invoice is issued. The payment date is considered the day the amount is credited to the Carrier's bank account.
5. In the event of a delay in payment of the Carrier's dues under the Contract of Carriage exceeding fourteen days, the Carrier may:
 - a) demand prepayment of 100% of the Carrier's fee before performing further Services and/or



- b) refrain from providing the Services to the Customer until it has received the outstanding payment plus accrued interest.

§4 Responsibilities of the Customer.

1. The Customer undertakes to fulfil or ensure the fulfilment of all obligations which, according to the Contract of Carriage and the law, are incumbent on the Customer, the consignor or the consignee of the subject of carriage.
2. The Customer undertakes to comply with the operational provisions set out in the Contract of Carriage concerning in particular:
 - a) the declared gross/net weight of the trainset;
 - b) the declared duration of the wagons' stay at the disposal of the consignor and the consignee;
 - c) the assurance that, throughout the entire period of service performance, the technical condition of the siding indicated by the Customer for use in the Transport Contract is maintained at least at the same parameters necessary for proper service performance, including the capacity of the siding, whether it is the Customer's own siding or that of a third party.
3. The Customer shall be liable to the Carrier for ensuring that the consignor and the consignee accepted by the Customer under the Contract of Carriage comply with their obligations, in particular:
 - a) To provide the Carrier, well in advance of the commencement of the Services, with complete information regarding the goods covered by the Contract of Carriage, as well as any specific requirements for the performance of the Services arising from the nature of the goods;
 - b) To correctly and completely fill out the transport documents for the goods in accordance with the shipping instructions provided by the Carrier and to attach all documents necessary for the proper performance of the Services. The Customer undertakes, at the Carrier's request, to send photocopies of the consignment notes;
 - c) To provide the Carrier on an ongoing basis with complete, accurate, and factual information necessary for the proper performance of the Services, and to notify the Carrier of any hindrances or obstacles in the performance of the Services, cooperating with the Carrier to minimize their extent, effects, and related costs;
 - d) To ensure that the goods are loaded and handed over to the Carrier at the place of loading within the timeframe individually agreed upon in the separate tender or carriage order, from the moment of the Carrier's arrival at the place of loading for the

commencement of carriage.

- e) To ensure that the goods are unloaded and collected at the place of delivery within the time limit individually agreed upon in the separate transport offer/order, starting from the moment of the Carrier's arrival at the place of delivery to complete the carriage;
 - f) If required by law, ensure the fulfilment of all duties incumbent on the sender, consignee, consignor, or recipient under the SENT Act. The Customer shall be liable to the Carrier for ensuring that these obligations are fulfilled by the aforementioned parties.
4. The Customer is responsible for both the loading and unloading of the freight item. The Customer must observe the loading and unloading times on their side as well as on the side of their contractual partner, whether consignor or consignee, from or to whom the goods are delivered or collected. The Carrier is not responsible for any loading or unloading operations, nor for providing technical means for carrying out these operations.
 5. The Customer is also obligated to comply with all instructions, regulations, and procedures of the CTL Logistics Capital Group regarding the technical and operational aspects of the provided services. In using wagons in connection with the provision of services, particularly during loading and unloading operations, the Customer must observe all generally applicable regulations, legal provisions, standards, and instructions. Specifically, the Customer is prohibited from removing any labels affixed to the wagons used in the provision of services that contain manufacturing information or labels identifying the wagon owner.

§ 5 Carrier's Obligations.

1. The Carrier shall perform the Contract of Carriage in accordance with the Terms of Service.
2. The Carrier is entitled to perform the Service and the Contract of Carriage with the help of other carriers and subcontractors, however, he shall be liable for their acts and omissions as for his own acts and omissions, provided that the further carrier has a licence to operate in the field of railway carriage of goods, is a party to a general agreement on the use of freight wagons (AW/GCU) and has third party liability (OC) insurance in connection with his activities as a railway carrier. The carrier shall provide a copy of the policy relating to such insurance.
3. The Carrier reserves the right to refuse acceptance of the goods for carriage, to decline performance of the Service, or to discontinue the Service in the following cases:



- a) The item being carried does not conform to the Contract of Carriage;
 - b) The transport document has not been completed or has been completed incompletely, incorrectly, or with errors;
 - c) The consignor has not prepared the documents necessary for the performance of the Services;
 - d) The Customer has not filled in the SENT declaration or has not provided the Carrier with the data necessary to perform the Services, including the reference number obtained for the goods containing the goods subject to monitoring under the SENT Act, along with the electronic key securing access to the declaration intended for the Carrier, or if the data is incorrect or no longer valid;
 - e) It is not possible to send, complete, or update the declaration for the monitored goods via the Fiscal and Customs Electronic Services Platform due to the unavailability of the Registry;
 - f) Any other circumstances arise from the provisions of the law.
4. The Carrier is entitled to deliver the goods both using the time window agreed by the Customer and the Carrier.
 5. As soon as the consignee has confirmed the delivery of the goods in the transport document or has proceeded to unload the goods, whichever comes first, the Services shall be deemed to have been completed (completion of the transport) and the risk of accidental loss of or damage to the goods shall pass to the consignee.
 6. Subject to mandatory legal provisions, the Carrier shall have the right to liquidate (sell or otherwise dispose of) the goods under the following circumstances:
 - a) If the performance of the Services or the delivery of the goods to the consignee in accordance with the terms and conditions of the Services becomes impossible for any reason, and the Customer does not provide the Carrier with enforceable instructions on how to proceed with the goods;
 - b) If the transport document is lost and it is not possible to determine the person authorized to dispose of the goods;
 - c) In other cases provided by law.

§ 6 Conditions and Circumstances for the Performance of Services

1. Unless otherwise provided by law, the Customer may modify the agreed Terms and Conditions of the Services only with the prior consent of the Carrier.
2. The costs associated with the cancellation or postponement of the Service by the Customer for reasons beyond the Carrier's control shall be determined by the Contract/Order.

3. The terms of the Services, including the date of performance, may be subject to change for reasons not attributable to the Carrier, particularly in the event of force majeure as defined in paragraph 9 of the GTC.
4. If, after the conclusion of the Contract of Carriage, circumstances arise that affect the performance of the Services and result in increased costs, such as infrastructure access fees, fuel or electricity consumption, or the use of equipment and personnel—especially if these circumstances necessitate extending the route of the Service—the Carrier shall promptly inform the Customer. The parties shall then agree on a new amount of the Carrier's remuneration for the affected portion of the Services. If the parties do not reach an agreement on the Carrier's remuneration within 48 hours of the Carrier's notification of such circumstances, the Carrier shall be relieved of its obligation to perform the affected Services.

§ 7 Carrier's Liability.

1. The Carrier shall be liable to the Customer for total or partial loss of the goods, as well as for any damage to the goods occurring during the period between its acceptance for carriage and its delivery, including delays in carriage, to the extent specified by mandatory provisions of law. The provisions of paragraphs 2-8 shall apply unless otherwise provided by such mandatory provisions.
2. If the Carrier is liable for total or partial loss of the goods, the compensation shall not exceed the value of the goods at the place and time of its dispatch for carriage. The value shall be determined as follows, in the following order:
 - a) The price specified in the invoice issued for the goods; or
 - b) The value of items of the same kind and quality.
 If the amount of compensation cannot be determined using the methods above, it shall be determined by an independent appraiser. In any case, the compensation shall not exceed the legal limits.
3. If the Carrier is liable for damage to the goods, the compensation shall not exceed the amount by which the value of the goods has decreased, calculated in accordance with paragraph 2. However, compensation for damage to the goods shall not exceed:
 - a) In the case of damage to the entire goods, the amount that would be payable in the event of total loss of the object.

- b) if only a part of the goods suffers a decrease in value through damage - the amount that would have to be paid in the event of loss of that part of the goods that suffers a decrease in value.
4. In addition to the compensation specified above, Carrier is obliged to reimburse the remuneration paid for the Service and other costs incurred during and in connection with the carriage:
 - a) in the case of total loss of the goods - in full amount;
 - b) in case of partial loss of the goods - in proportion to the resulting damage;
 - c) in case of damage to the goods - in the amount corresponding to the percentage of reduction in the value of the goods due to damage.
 5. In the case of delay in carriage, if the entitled person proves no damage resulted to him, the Carrier is obliged to pay compensation for such damage in accordance with and within the limits specified in the Contract. Carriage. Unless otherwise stipulated by mandatory provisions of law, compensation for delay in transportation may not exceed the amount of remuneration to which the Carrier is entitled for the Services in the course of which the delay occurred.
 6. In addition to the compensation specified above, the Customer (or any other person) shall not be entitled to any other compensation for loss of or damage to the goods or for delay in carriage.
 7. If the Carrier is liable for damage resulting from failure to perform or improper performance of the Contract of Carriage, which does not involve damage to the goods or delays in carriage, the compensation shall not exceed the amount of remuneration to which the Carrier is entitled for the Services that were either not performed or performed improperly. The Carrier shall not be liable for any lost profits or other forms of indirect damages, including those arising from contractual penalties imposed or paid by the Customer to third parties.
 8. The Carrier shall be relieved of liability for damages incurred by the Customer if such damage results from the Customer's breach of obligations under the Contract of Carriage, the GTC, the Regulations, or the law, as well as in any other cases provided by law.
 9. The principles of liability set forth above are based on the provisions of Polish law, mainly the Act of November 15, 1984. – Carriage Law. In the event that the provisions of international law applicable to the assessment of the Carrier's liability, in particular:
 - a) the Consolidated Regulations on the Agreement for International Carriage by Rail (CIM - Appendix B to the COTIF Convention);
 - b) the Agreement on International Rail Freight Services (SMGS);

or if the provisions of foreign law are applicable under a

different legal framework, the Carrier's liability shall not exceed the limits set forth in those provisions.

§ 8 Customer liability

1. The Customer shall be liable to the Carrier for any and all damages and shall reimburse the Carrier for all costs and expenses arising from the non-performance or improper performance of the Contract of Carriage by the Customer (or persons for whom the Customer is responsible), or from any increases in costs in accordance with the law. In particular, the Customer shall be responsible for:
 - a) Providing information or statements in the transport document or any other form that are false, incomplete, inaccurate, or insufficient for the purpose of concluding or executing the Contract of Carriage;
 - b) The improper condition of the goods, including its security features or markings;
 - c) Non-compliance of the goods with the Terms of Service;
 - d) Improper or untimely loading or unloading of the goods, or failure to carry out these operations;
 - e) Failure to provide enforceable instructions for handling the goods in a timely manner;
 - f) Destruction of or damage to the Carrier's property.
2. The Customer shall be liable for loss of or damage to the Carrier's wagon and for damage caused to third parties during the period when the wagon for the performance of Services is at the disposal of the Customer, understood as the period of time when the Customer remains in possession of the Carrier's wagons (empty or loaded) from the moment of taking them over by the Customer or the Consignor/ Consignee (confirmed by an appropriate entry in the taking-over Form CTL25 (taking-over list) or Form R-7 for entry, as well as by the consignment note.) until the moment of their return to the Carrier after their temporary stay at the siding of the Customer or consignor/ consignee of the goods (confirmed by an appropriate entry in the handover document Form CTL27 (Notice of wagons available for dispatch) or Form R-7 for exit.
3. In the case of performance of Services in the Customer's wagons, in the event of loss or damage to any of them the provisions of the General Contract of Use for Wagons (AW/GCU) shall apply.
4. In the event that the performance of the Service is interrupted for reasons not attributable to the Carrier, the Customer shall bear the additional

costs arising therefrom, as mutually agreed in advance in the operating mode, in particular those related to prolonged protection of the wagon and cargo. If such costs are incurred by the Carrier, the Customer is obliged to reimburse them to the Carrier within 14 days from the date of submission of the relevant billing documents.

5. In case of failure to perform the Service due to reasons for which the Customer is responsible, the Customer undertakes to pay to the Carrier as a contractual penalty the agreed net remuneration for the performance of the Service in question as if the Service had been performed.

§ 9 Force Majeure.

1. The Parties may be exempt from liability for non-performance or improper performance of the Contract of Carriage if such non-performance or improper performance is due to an event of force majeure.
2. An event of force majeure is defined as an event that prevents the Parties from fulfilling their obligations under the Contract of Carriage, which occurs or becomes known to the Parties after the conclusion of the Contract, cannot be overcome, and is and is beyond the control of the Parties.
3. To avoid any doubt, the Parties shall consider the following events as force majeure, provided they meet the criteria set out in paragraph 2 above:
 - a) Internal strife, general strike, or strike at a railroad operator's company, the entity managing the railroad lines, or the entity providing electricity to railroad operators;
 - b) Transport restrictions imposed by any transport company or railroad infrastructure manager that affect the performance of the Services;
 - c) Blockades of ports or border crossings;
 - d) Import or export bans;
 - e) Confiscation of the goods;
 - f) Fire, flood, or other similar circumstances;
 - g) Issuance by authorized authorities of a decision or any other normative act that prevents the performance of the Services;
 - h) Power outage;
 - i) Lack of access to railroad infrastructure or selected parts of railway infrastructure;
 - j) Lack of access to the place of loading or unloading of the goods.
4. Neither Party shall be deemed to be in default or breach of its obligations under the Contract of Carriage to the extent that such default was impossible due to force majeure.
5. The Parties undertake to inform each other immediately of the occurrence or risk of occurrence of circumstances constituting force majeure, their duration, and the anticipated consequences for the Contract of Carriage.

§ 10 Complain.

1. In the event of the Carrier's liability under the Contract of Carriage, the entitled party (including the Customer) must submit a written claim to the Carrier within the time limits and in accordance with the regulations specified herein, under penalty of non-recognition by the Carrier. The complaint must specify the amount of the claim and include a justification. The following documents, in particular, should be attached to the claim:
 - a) A copy of the Order or Framework Agreement;
 - b) The transport document;
 - c) A damage report or other document detailing the extent and nature of the damage to the goods, if available;
 - d) A document confirming the value of the goods;
 - e) A document certifying the gross weight of the lost or damaged goods;
 - f) Information on whether the goods were covered by insurance and whether the damage was compensated by the insurer;
 - g) Information on the beneficiary's bank account into which compensation is to be paid.

The complaint should also contain all other information and data required by law.

2. The Carrier is entitled to request additional information and documents if they are necessary for the investigation of the claim. If the claim is filed by an unauthorized person or does not meet the requirements specified above, or if the required documents or other evidence are not submitted, the Carrier will request the claimant to correct or supplement the claim within 14 days from receipt of such request, under penalty of leaving the claim unprocessed.
3. The Carrier shall respond to the complaint within 30 days from the date on which the Carrier received the complaint, or within a longer period if required by law.
4. Unless otherwise stipulated by mandatory provisions of law, if the Carrier requests the claimant to correct or supplement the claim, the period specified in paragraph 3 above shall commence from the date on which the Carrier receives the corrected or supplemented claim.
5. Filing a claim does not release the Customer from the obligation to make timely payment of all amounts due to the Carrier under the Contract of Carriage in full.



§ 11 Confidentiality.

1. In connection with the performance of this Contract, the Parties may exchange confidential information, defined as any technical, technological, organizational, or other information that has economic value and is not generally known to persons who typically handle such information or is not easily accessible to such persons (referred to as **"Confidential Information"**).
2. The Party disclosing Confidential Information shall be referred to as the **"Disclosing Party"** and the Party receiving such information shall be referred to as the **"Receiving Party"**.
3. The term "Confidential Information" shall not apply to any information for which the Receiving Party can demonstrate that:
 - a) It is or becomes publicly available through means other than a breach of this Contract by the Receiving Party;
 - b) It was already lawfully in the possession of the Receiving Party without any restrictions on disclosure, prior to or simultaneously with its receipt from the Disclosing Party as evidenced by documentation maintained in the ordinary course of business); or
 - c) It was obtained from third parties who were legally authorized to disclose such information without any obligation of confidentiality.
4. The Receiving Party agrees to the Disclosing Party that
 - a) It will keep all received Confidential Information confidential and maintain its secrecy;
 - b) It will use no Confidential Information for any purpose other than the performance of this Contract;
 - c) Without the Disclosing Party's consent, it will not disclose any Confidential Information to third parties, except as permitted under the Contract;
 - d) It will protect the disclosed Confidential Information from theft, destruction, loss, or unauthorized access by third parties, employing appropriate security measures to safeguard the Confidential Information from access and misuse by unauthorized persons;
 - e) It will ensure that any individuals to whom Confidential Information is disclosed under the exceptions outlined in the Contract are aware of its confidential nature prior to such disclosure.
5. The prohibition on disclosing Confidential Information does not apply to:
 - a) Disclosure required by law;
 - b) Disclosure to authorized government authorities, including courts, law enforcement agencies, and administrative bodies, to the extent required by them;
 - c) Disclosure to its employees, collaborators, subcontractors, or legal, financial, auditing, accounting, technical, or other professional advisors (hereinafter referred to as **"Representatives"**), solely to the extent necessary to fulfill this Contract or to protect or enforce the rights of a Party;
 - d) Disclosure with the prior written consent of the

6. Each Party shall be fully responsible for its Representatives on a risk basis.

§ 12 Changes to GTC.

1. The Carrier reserves the right, at its discretion, to amend the General Terms and Conditions (GTC) or their attachments (including the repeal or replacement of the GTC or their attachments with other documents). The Carrier will publish any changes to the GTC on its website wwwctl.pl with appropriate advance notice or will notify the Customer by other means. The Customer is required to have continuous internet access and to regularly and independently review the current content of the GTC and their attachments on the Carrier's website.
2. Any change to the GTC shall become effective and binding 14 days after the Customer has been notified, unless the Carrier specifies a different effective date for the change to the GTC.
3. The effective date of any change to the GTC will apply only to Services commenced after the change has taken effect. Incorporation of the change into the Contract of Carriage does not require the Customer's consent or the conclusion of an additional Contract or the preparation of other documents with the Customer. Within the period specified in paragraph 2 above, the Customer may terminate the Contract of Carriage with effect from the date the change to the GTC takes effect.

§ 13 Final Provisions.

1. The General Terms and Conditions (GTC) apply to Contract for Carriage concluded as of January 1, 2020.
2. The GTC are available at the Carrier's office and on the Carrier's website at wwwctl.pl.
3. Without the Carrier's prior written consent (under penalty of nullity), the Customer is not entitled to offset any claims against the Carrier's remuneration or other claims of the Carrier.
4. The Customer may not transfer rights and obligations arising from the Contract for Carriage to a third party without the Carrier's prior written consent.
5. In cases where a party may demand the payment of a contractual penalty under the Contract for Carriage, the payment of such a penalty does not exclude the right to claim damages exceeding the amount of the penalty, if the party has incurred damage exceeding the contractual penalty.



6. In matters not regulated by the GTC, the relevant provisions of Polish law shall apply, subject to provisions mandatorily applying in the case of cross-border services.
7. Unless otherwise provided by mandatory provisions of law, all disputes arising from or related to the Contract for Carriage shall be resolved amicably by the Parties, and if that is not possible, by the common court competent due to the Carrier's seat.
8. The Customer agrees to refer any disputes between the Parties under the Contract for Carriage to:
 - a) mediation or
 - b) arbitration.

In such cases, the Carrier will notify the Customer of (a) the chosen mediator or (b) the selected arbitration panel/ad hoc

arbitrator along with information about the arbitration procedure. If the Customer does not submit their own proposals regarding mediation or arbitration within 7 days from receiving this information, an Contract on (a) mediation or (b) arbitration will be concluded-according to the content specified in the Carrier's notice and concerning the matter indicated therein.

9. The following attachments are an integral part of the GTC:
 - a) Attachment No. 1 - Regulations for the Transportation of Freight Shipments;
 - b) Attachment No. 2 - Freight Tariff;
 - c) Attachment No. 3 - Transport Order Template;
 - d) Attachment No. 4 - SENT Declaration.

On behalf of the Customer:

