



**These General Terms and Conditions of the Contract of Carriage (hereinafter referred to as GTCC) regulate all forwarding contracts concluded on behalf of ArcelorMittal Distribution Solutions Poland Sp. z o.o. with its registered office in Katowice, ul. Stalowa 1, 40-610 Katowice, entered in the register of entrepreneurs of the National Court Register by the District Court for Katowice-Wschód in Katowice, 8th Commercial Division of the National Court Register under the number KRS 0000057816, NIP [Tax Identification Number]: 9542249002; REGON [National Official Business Register Number]: 276112593; share capital: PLN 194,570,700.00 (hereinafter: the Contracting Party)**

1. Contracts of carriage are concluded by the Contracting Party solely as a result of submitting an offer of conclusion of a contract of carriage by the Contracting Party to the selected carrier and their acceptance of this offer in the manner specified in item 2.
2. In order to conclude a contract of carriage, the Contracting Party sends an offer to a Carrier, specifying minimum essential elements of a contract of carriage – the date and place of loading, date and place of unloading, type of goods together with their weight or weight of particular elements or packages, length of particular elements or packages, freight amount together with these GTCCs. If the offer is sent in electronic form (by e-mail), the Contracting Party shall attach a hyperlink to these GTCCs to the offer.
3. The offer shall be binding on the Contracting Party for 30 minutes from the moment of sending the offer via e-mail. This rule shall not apply if the contract with the Carrier provides that failure to respond within a specified time is tantamount to acceptance of the order.
4. A contract of carriage is deemed to have been concluded when:
  - a) the Carrier confirms the acceptance of the offer (conclusion of contract of carriage) by e-mail to the address of the Contracting Party from which the offer was sent
  - b) the Carrier fails to respond within a specified period of time after sending or receiving an offer by the Contracting Party, insofar as such a possibility is provided for in the contract between the parties
5. The Parties shall enter into a written contract
6. The acceptance of the offer is tantamount to acceptance of the provisions contained in these General Terms and Conditions of Contract of Carriage.
7. The Carrier declares that each confirmation of acceptance of the offer referred to in item 4 shall be made by a person authorised by the Carrier to make a declaration of will to accept the Contracting Party's offer and thus to conclude a contract of carriage on conditions indicated in this offer as well as in these General Terms and Conditions of Contract of Carriage.
8. In accordance with the provisions of Art. 66<sup>1</sup> § 4 of the Civil Code, Art. 66<sup>1</sup> § 1-3 of the Civil Code shall not apply to the offer sent to the Carrier.
9. The Carrier's acceptance of the offer to conclude a contract of carriage under the conditions contained in this offer and the provisions of the GTCC shall be made without reservations. Any amendment to the offer or confirmation of its acceptance under a certain condition cause that the contract between the Contracting Party and the Carrier is not concluded.
10. A subcontractor performing the order on behalf of the Carrier (subcontractor) is obliged to have at least the same qualifications as the Carrier as well as to have at their disposal means of transport fulfilling all the technical conditions required by law and equipped with all the necessary devices and technical means required by law on the day of performing the contract of carriage.
11. The Carrier shall be liable for the acts of its subcontractors as for its own acts and omissions. The Carrier shall also be liable for the acts and omissions of its employees and all other persons whose services it calls upon for the performance of the contract when such employees or persons are performing their functions as for its own acts and omissions.
12. The Carrier shall not load the vehicle with cargo from another party without the express consent of the Contracting Party.
13. By accepting the offer to conclude a contract of carriage, the Carrier declares that it is an entity that professionally deals with transport activities and that it has resources (including physical and human resources) as well as knowledge and experience which enable it to perform the contract properly.
14. For the execution of the contract, the Carrier undertakes to use means of transport fulfilling all technical conditions required by law and equipped with all necessary devices and technical means required by law on the day of execution of the contract of carriage.
15. The means of transport used for loading must be suitable for the type and size of the cargo and its loading space must be adequately secured against damage.

16. The loading space and transport containers must meet the requirements of the cargo, they must be intact. In the transport order, the Contracting Party may stipulate additional requirements, e.g. that the loading area of the vehicle is to be clean and absolutely dry as well as that the loading area is to be closed in order to avoid dampening of the goods after loading.
17. The Carrier shall be fully responsible for verification of correctness of loading, including distribution of goods in the loading space as well as for such distribution of cargo that the correct (standard) axle load of the vehicle is maintained. In case of defects, shortages, discrepancies, inconsistencies or any other irregularity in the loading and distribution of the goods in the loading space, the Carrier shall immediately inform the Contracting Party about it.
18. The Carrier (driver representing it) is obliged to refuse to enter a public road with a means of transport that is incorrectly loaded, in particular, if the weight, axle loads, or dimensions are in violation of the applicable regulations.
19. Securing the cargo is the sole responsibility of the Carrier and must meet the requirements of the applicable regulations and technical knowledge. In the case of using vehicles of categories N and O, referred to in Appendix No. 2 to the Act of 20 June 1997 – Road Traffic, the Carrier is obliged to apply the rules set out in the Regulation of the Minister of Infrastructure of 25 January 2018 on the method of cargo transport, Journal of Laws of 2018, item 361. In particular, the Carrier is obliged to secure the cargo using one or several (depending on the need) methods: 1) immobilising the cargo; 2) blocking, including local or total blocking; 3) lashing with straight lashings; 4) lashing with top-over lashing.
20. The Contracting Party may refuse to load the vehicle or unload the already loaded vehicle in the event of receiving information that the Carrier did not equip the means of transport with technical measures (in necessary quantity), which allow securing the cargo properly. All consequences of the Carrier's failure to equip the means of transport with appropriate technical measures in sufficient quantity shall be borne by the Carrier.
21. The Carrier is obliged to provide its employees (understood as persons performing activities for or on behalf of the Carrier on any basis) with working clothes that are suitable for their work and/or legally required (e.g. protective work clothing, helmets, work gloves, etc.).
22. In the event of any obstacles to the proper or timely performance of carriage (at the place of loading, unloading or in transit), the Carrier is obliged to immediately notify the Contracting Party of such obstacles.
23. In case of failure to deliver the means of transport to the place of loading on the agreed date or delivery of the means of transport which does not meet the requirements necessary for the proper execution of carriage on that date, the Carrier shall be obliged to pay the Contracting Party a contractual penalty in the amount of 50% of the remuneration indicated in the Contract in net amount. The Contracting Party shall be entitled to claim additional compensation in the event that the amount of the contractual penalty does not fully cover the damage suffered by the Contracting Party.
24. The amount and term of payment for the carriage performed shall be determined each time by way of an offer accepted by the Carrier; the condition for payment shall be the inclusion of the original and correctly filled shipping list and other documents listed in the shipping list to the VAT invoice.
25. Payment of freight by the Contracting Party shall not mean the recognition of the proper performance of the service and shall not deprive the Contracting Party of its right to assert claims against the Carrier.
26. The Carrier agrees to the deduction of all compensations and other dues, for which the Carrier is responsible, from its remuneration by the Contracting Party.
27. The Carrier may not assign its freight claims to another party.
28. The Carrier (a driver or another person appointed by the Carrier) is obliged to be present during loading, provide instructions and control the loading process in order to ensure that the cargo is loaded in a manner compliant with technical knowledge and applicable regulations and standards (in the case of using vehicles of categories N and O referred to in Appendix No. 2 to the Act of 20 June 1997 – Road Traffic, the Carrier is obliged to apply the rules set out in the Regulation of the Minister of Infrastructure of 25 January 2018 on the method of cargo transport, Journal of Laws of 2018, item 361). The Carrier (a driver or another person appointed by the Carrier) is obliged to raise reasonable objections, if necessary, concerning the method of loading (in particular, the arrangement of the cargo) on the means of transport.
29. The Carrier is solely responsible for securing the cargo on the means of transport, including providing the necessary technical measures. The Carrier's duty consists in maintaining the permissible dimensions and (normative) load capacity, the actual total weight of the means of transport and the permissible level of pressure the axle of the means of transport applies on the road – the Carrier is not allowed to travel on public roads using a non-normative vehicle unless it acquired an appropriate authorisation, which it shall submit to the Contracting Party. In such a case, the Carrier shall be obliged to conduct the carriage in accordance with the acquired authorisation. The Carrier is obliged to remedy the damage caused to the Contracting Party's property as a result of travelling on public roads using a non-normative means of transport, i.e. a vehicle, whose dimensions, cargo weight, the actual total weight and the level of pressure the axle of the vehicle applies on the road are inconsistent with applicable regulations, both those in force on the territory of the Republic of Poland and other countries, based on which the carriage is conducted. The aforementioned damage includes, in particular, any sanctions imposed on the Contracting Party by competent authorities (including administrative penalties) connected with violation of obligations or conditions of road transport.
30. Any disputes arising in connection with the performance of the Contract of Carriage shall be settled by the common courts competent for the registered office of the Contracting Party according to Polish law.