

Hupac Terminal Brwinów

General Terms and Conditions (GTC)

1. Subject and scope of application

1.1. These General Terms and Conditions of Contract (GTC) regulate the relations between Customers and the Hupac Terminal Brwinów (hereinafter HTB) with regard to all the services provided by the latter within the Terminal it manages.

1.2. In case of a conflict between what is stipulated in these General Terms and Conditions and the provisions of a contract, the conditions stipulated in the contract shall prevail exclusively.

2. Definitions

For the purposes of this document, the following terms are defined as:

- **Customer(s)**: any legal or non-legal person who benefits from services provided by HTB.
- **Contract**: means any agreement or writing that regulates the supply of services provided by HTB in favour of its Customers.
- **Fee, tariff and/or price**: means the amounts applied for each service offered by HTB.
- **Handling**: all terminal operations related to the movement of ITUs.
- **Customer's representative**: the party appointed by the Customer for the delivery or collection of an ITU at the Terminal.
- **Performance services**: any service or other activity performed by HTB at the Terminal (managed by it) for third parties.
- **Terminal**: all the areas and infrastructures at which HTB conducts its activities.
- **ITUs**: Intermodal Transport Units such as swap bodies, semi-trailers, containers, tanks, etc., equipped with coupling systems for their handling by means of gantry or mobile cranes.

3. Right to services

Customers are only eligible for the services after they have accepted these GTC.

4. Services

4.1. Terminal services, where required, as defined in Article 2 of this document, include but are not limited to:

- Handling for loading/unloading trains
- Handling for loading and/or unloading of ITUs from railway wagon to truck and vice versa
- Technical stop of ITUs arriving at the Terminal (not in ADR/RID regime)
- Administrative management of trains such as the issue of railway consignment notes, release of train documents, etc.
- In order to provide the services, the Customer is required to comply with the rules of conduct for Terminal users drawn up by HTB, which the Customer declares having read and fully accepted
- Other services.

The parties may agree on the supply of additional services by written agreement.

4.2 Trains and wagons shunting operations are performed by third parties. HTB handles the mere re-invoicing of the costs arising from such operations to the Customer.

5. Requests for access to the railway facility and services

5.1. The application must be submitted by filling in the appropriate form available at www.hupac.com and sent electronically to the e-mail address management.htb@hupac.com. HTB registers the receipt and gives confirmation to the applicant. The terminal access regulation is defined in the document "Regulation of the access to the service infrastructure facility" available at www.hupac.com.

5.2. HTB examines the request and verifies the availability of the capacity:

- If the capacity is available, HTB informs the applicant of the success of the request within 15 days.
- If the capacity is not available, HTB informs the applicant and suggests (within 30 days) alternative times, days or service facilities. If the proposal is not accepted by the applicant, the request is refused.

6. Modalities of performing terminal services: Acceptance of ITUs at the Terminal

6.1. Prior to the introduction of the ITU into the Terminal the Customer must inform HTB - in a precise manner - of the nature and weight of the goods contained in the loading units. HTB verifies the external and visible conditions of the ITUs before carrying out the services, in accordance with the UIRR provisions, and determines their condition. After this, HTB prepares a "Shipping order" that, counter-signed by the Customer or his representative, constitutes an act of acceptance of the ITU. HTB is not liable for damages, tampering and anything else that is not detectable on the ITU at the time of its introduction inside the Terminal and checked as mentioned above.

6.2. Upon acceptance of the ITU, the Customer releases HTB from any liability for the goods contained therein and for any damage caused to them during transport.

6.3. The Customer guarantees the suitability of the storage, fastening (or anchoring) of the loads inside the ITU and their compliance with the railway regulations and in general with combined transport (road/railway) and releases HTB from any liability in this respect even if the latter accepts the ITU without raising exceptions.

6.4. The liability of HTB for damages, losses or failures of the ITUs will be excluded, as well as for any other liability where these are wholly or partly attributable to force majeure, such as atmospheric phenomena,

natural disasters, war conflicts, etc. and/or to negligence and/or inexperience and/or imprudence of the Customer.

7. Modalities of performing terminal services: Return of ITUs

7.1. HTB delivers the ITUs only to the Customer or to the Customer's representative - duly authorised in writing by the Customer to take possession of them - and who, in any case, has not failed to fulfil any obligation arising from the present General Contractual Conditions or from any contracts stipulated separately.

7.2. At the time of the return of an ITU, HTB prepares a "Collection voucher" that is counter-signed by the Customer or the Customer's agent, who receives a copy of it. The description of the ITU contained in the "Collection voucher" reflects the conditions of the ITU at the time of its return to the Customer or the Customer's representative.

8. Modalities of performing terminal services: ITUs handling - loading and unloading trains

8.1. If provided for in the Contract, in compliance with the limits and conditions established in the same, after the introduction to the Terminal and before handing back to the Customer, HTB undertakes the loading and unloading of the ITUs from and onto the railway wagons, carrying out the handling operations, including any ground passages, necessary for this purpose.

8.2. HTB charges handling costs as indicated in the current price list.

9. ITUs containing dangerous goods/waste

9.1. With regard to ITUs transporting dangerous goods and/or waste, the Customer guarantees that they comply with national and international safety regulations and that what is declared upon the conclusion of the Contract - as well as in any other documentation delivered to HTB - is truthful and accurate.

9.2. If the declarations or information provided by the Customer as described in paragraph 9.1 above should prove to be inaccurate or incomplete for any reason, HTB is entitled to refuse the ITU upon delivery or, if this has already taken place, to immediately return the ITU to the Customer. In such a case, HTB will not owe the customer anything by way of compensation and/or indemnity for the failure to forward the ITU. At the same time, the Customer will still be obliged to pay for the services performed by HTB until the return of the ITU.

9.3. The Customer indemnifies and undertakes to keep HTB and any third parties indemnified against any damage, claim or demand that may arise directly or indirectly from the non-compliance of ITUs containing

dangerous goods and/or waste and/or from non-compliance with the regulatory, national and international legal provisions applicable to such particular transports.

9.4. No ITUs containing dangerous goods may be stored in the terminal, but only a temporary technical stop to secure the transport. The Customer is therefore required to promptly collect the ITUs containing dangerous goods that have arrived and been made available to the Customer at the terminal. Failure to comply with these terms results in a penalty (see separate document "Temporary storage fees - HTB").

9.5. The Customer is obliged to deliver the ITUs containing dangerous goods only on the day of expected departure of the train.

9.6. HTB reserves the right not to accept certain types of goods, including some classified as dangerous. The list of these types of goods, periodically updated, is published and downloadable from the website www.hupac.com -> Customer Support -> Technical Support.

10. Service delivery

10.1. Unless otherwise agreed in writing between the parties, HTB does not assume any responsibility for the time required to perform the services. HTB is therefore not liable for any damage that arises directly or indirectly from the processing time.

10.2. In performing the services, HTB may also be supported by third parties.

10.3. HTB commits itself to observing the established opening hours. Any changes will be communicated to the customer in advance, in any case at least 12 hours in advance.

10.4. If, as a result of non-compliance with these conditions, transport safety conditions, general rules of conduct for Terminal users, staff instructions, or any other fault, the Customer or the Customer's representative causes damage or impediment to Terminal operations that results in a partial or total limitation of Terminal operations, the Customer or the Customer's representative must pay, in addition to compensation for the damage caused, an administrative cost fee for the processing of the event.

11. Fees and methods of payment

11.1. HTB may assess whether or not to request the issue of special guarantees (insurance-banking guarantees; prepaid deposits; guaranteed minimums) to cover its receivables. The guarantee policy - to be kept in force for the entire period of validity of the contract - must be issued by a primary Insurance Company or Credit Institution having, at the date of activation, a "rating" of no less than "A-" by Standard & Poor's or equivalent, issued by a primary rating agency, with indication of the specialised company that assigned it.

The policy must:

- Provide for the commitment on the part of the Insurance Company or Credit Institution, to notify HTB, by registered letter of any and all circumstances that may affect the validity of the guarantees, in particular, non-payment of the premium and/or non-renewal of the expiry date
- Be in Polish or English

11.2. The tariffs and prices are based on HTB's official documents and published on the company's website. The payment terms are 30 days from the date of the invoice. HTB reserves the right to make changes at any time.

11.3. In case the ITUs introduced by the Customer inside the Terminal should suffer limitations in their use and/or circulation as a result of civil, penal and/or administrative measures issued by the Polish authorities (e.g.: seizures, administrative stops, etc.), the Customer undertakes to pay the fee for the occupation of the spaces inside the Terminal, even though the ITUs are materially unavailable. The fee is defined according to the price list published on the www.hupac.com website, until the measures restricting the circulation of the ITUs are revoked and/or lose their effectiveness.

12. Liability and damages

12.1. For the purpose of determining the possible liability of HTB, no presumptions of any kind will apply. Liability of HTB for damages or losses may only be attributed to HTB where the Customer has provided indisputable proof of the non-fulfilment by HTB of its contractual obligations and of the imputability of damages and losses due to non-fulfilment or other causes directly attributable to HTB.

12.2. In any case, the liability of HTB will not be accepted for all damages, losses or failures to the ITUs, as well as for any other liability, where these are wholly or partly attributable to third parties, extraordinary events and force majeure, which include but are not limited to, atmospheric phenomena, natural disasters, war conflicts, riots or street demonstrations, etc.

12.3. HTB is not liable in any way for delays or cancellations due to the activities of railway undertakings concerning train circulation or shunting operations, or relating to the ordinary or extraordinary activities of the railway network operator.

12.4. HTB is not liable in any way for delays or cancellations due to emergencies caused by natural phenomena and/or weather conditions. Therefore, HTB must not be liable for any damage arising directly or indirectly from such circumstances.

12.5. The compensation payable by HTB for damages resulting from loss or damage to ITUs shall not exceed 2 SDRs (Special Drawing Rights) per kilogram of gross weight of goods lost or damaged.

13. Confidentiality

Everything concerning contracts with the Customer, documentation, agreed provisions, tariffs, know-how, plans, procedures, data and information on shipments, plant or equipment is strictly confidential and may not be passed on or communicated to third parties, even after termination of these GTC, without the written consent of the Customer and HTB.

14. Applicable law and jurisdiction

17.1. These GTC as well as any appendices are subject to the Polish law and will be interpreted in accordance therewith.

17.2. Any dispute directly or indirectly connected with the execution and/or interpretation of these GTC, its appendices and annexes will be settled by a Polish court with jurisdiction over the seat of HTB.