

GENERAL TERMS AND CONDITIONS OF SERVICES

RENDERED BY
PONETEX LOGISTICS SP. Z O.O.
WITH REGISTERED OFFICE IN RAKONIEWICE
IN FORCE AS FROM 1ST JANUARY 2012

GENERAL PROVISIONS

§1

- 1.1 These General Terms and Conditions of Services rendered by Ponetex Logistics sp. z o.o. (hereafter referred to as **GTCS**) are applicable to all contracts pursuant to which Ponetex Logistics sp. z o.o. (**PONETEX**) renders services in favour of third parties.
- 1.2 If the provisions of GTCS differ from the provisions of contracts made by Ponetex with third parties (Ponetex's CLIENTS), the provisions of specific contracts shall prevail over these GTCS stipulations.

THE SCOPE OF SERVICES RENDERED BY PONETEX

§2

- 2.1 The subject of contracts concluded by Ponetex includes:
 - 2.1.1 transport services
 - 2.1.2 forwarding services
 - 2.1.3 storage (warehousing) of goods
 - 2.1.4 packaging and customising of goods,
 - 2.1.5 foil-wrapping of the goods with foil,
 - 2.1.6 labelling,
 - 2.1.7 preparing promotional sets according to Clients' requests,
 - 2.1.8 EUR pallets flow management.
- 2.2 The provisions of these conditions do not apply to the transport or forwarding of cash, securities, documents, valuables or other particularly precious objects.
- 2.3 To render the services, Ponetex may employ third parties who are professionally involved in such activities.

CONCLUDING A CONTRACT

§3

- 3.1 Services rendered by Ponetex are performed according to:
 - 3.1.1 service contracts concluded with third parties in writing followed by orders submitted in compliance with the concluded contract, *or*
 - 3.1.2 individual orders submitted to Ponetex by third parties.
- 3.2 Submitting an order to Ponetex in writing by fax or by e-mail by a party who previously concluded a contract with Ponetex to use the services rendered by Ponetex is equivalent to its acceptance for execution unless Ponetex informs the client within 1 business day (i.e. from Monday to Friday) from the receipt of the order that such order is impossible to execute.
- 3.3 Execution of each service order submitted by a party who does not have any contractual relation with Ponetex requires a prior confirmation by Ponetex that such an order has been accepted for execution and that the terms of rendering the service are as defined in the order.
- 3.4 An order submitted verbally (by phone) to be effective requires in each case to be confirmed in writing by Ponetex, possibly by fax or by e-mail.
- 3.5 All documents, in particular contracts and orders, should be signed by persons authorised to represent the client or by other persons authorised by them.

SUBMITTING ORDERS

§4

- 4.1 Orders submitted to Ponetex have to define the data of the client, the scope of ordered services, type and properties of individual goods and consignments being subject of the order, data of the sender and the recipient, destination of the consignment and the execution deadlines, and furthermore it has to indicate any other data or documents necessary for due performance of the order by Ponetex.
- 4.2 Service order for forwarding/transport/release of goods from the warehouse should, in particular, define the type and specific properties of the consignment, references and numbers of individual items, their count, weight and cargo measurement.
- 4.3 In case of forwarding or transport of hazardous materials, the client should inform Ponetex at due time about their intended shipment / release from the warehouse to Ponetex, providing information on the cargo properties, degree and type of danger, as well as classification according to the binding regulations for each type of transport; the client shall be obliged to attach relevant documentation to the order.
- 4.4 Irrespective of the subject scope of an order, Ponetex shall not be obliged to perform such parts of the order, which are not included in the scope of a contract with Ponetex or in the pricelist for rendered services independently agreed with the client.
- 4.5 Delivery receipts submitted to Ponetex together with the entrusted cargo should contain information allowing for an efficient identification of goods, in particular in view of later release of individual batches of goods (pallets) from the warehouse, in a manner allowing for their subsequent dispatch to the correct recipient.

§5

- 5.1 The client shall be responsible towards Ponetex or third parties for the consequences of incorrect, imprecise or incomplete data concerning the goods/consignment or the client himself, submitted by the client in the documents, correspondence or provided with the shipment, as well as the consequences of defective packaging or loading of the cargo, etc. even if the impreciseness, incompleteness or incorrectness have occurred without his fault. In particular, the clients shall be responsible to reimburse to Ponetex any costs incurred as a result of:
- 5.1.1 submitting to Ponetex incorrect or incomplete data included in placed orders or submitted documents or correspondence or provided in the documents attached to the consignment (e.g. concerning its weight, measurements or properties);
 - 5.1.2 absence, incompleteness or incorrectness of documents required by special regulations;
 - 5.1.3 defective condition of the consignment, lack or improper packaging or inadequate performance of loading;
 - 5.1.4 failure to perform or inadequate performance of the recommendations or instructions from Ponetex or persons acting at Ponetex's instruction;
 - 5.1.5 submitting orders or instructions necessary to perform the order to persons unauthorized to act on behalf of Ponetex.
- 5.2 Ponetex shall not be responsible for the consequences of performing or a failure to perform the additional instructions and recommendations given by the client to persons unauthorized to act on behalf of Ponetex.

PERFORMANCE OF TRANSPORT AND FORWARDING SERVICES

§6

- 6.1 The duties of Ponetex shall include in particular:
- 6.1.1 transport of the consignment to the destination within the deadline specified in the order;
 - 6.1.2 securing the consignment during transport against damage or loss;
 - 6.1.3 in case of identifying a damage or loss of goods, securing the consignment and informing the client about such a damage or loss, as well as securing the rights of the client in front of third parties;
 - 6.1.4 performance of other agreed actions included in the order.
- 6.2 In case of absence of specific instructions from the client or in case of difficulties to obtain those, Ponetex shall secure the interest of the client at the client's expense, acting at his own discretion in the manner serving the client's best interest.

PONETEX'S RESPONSIBILITY (TRANSPORT AND FORWARDING SERVICES)

§7

- 7.1 Ponetex shall be responsible for any damage occurring as a result of a failure to perform or inadequate performance of its duties pursuant to the concluded contract, unless Ponetex proves that it had not been able to prevent the damage despite acting with due diligence.
- 7.2 Acting as a forwarder, Ponetex shall be responsible for carriers and/or subsequent forwarders whom it uses to execute the order, unless he is not responsible for choosing them.
- 7.3 When executing the transport order, Ponetex may entrust the execution of the transport to other carriers on the whole distance of transport or on its part, however it shall be responsible for their activities as if for its own; if the transport is executed pursuant to one carriage agreement and one bill of lading, then all carriers are responsible jointly and severally.
- 7.4 The scope of Ponetex's responsibility in case of a loss, deficit or damage of consignment/goods cannot exceed the ordinary value of the consignment, i.e. the cost (net value, excluding TAX) of production or purchase of goods entrusted to Ponetex.
- 7.5 If in a case of a transport delay, any damage other than a damage to the consignment occurs, Ponetex shall be obliged to pay compensation not exceeding (limited to) the double amount of the freight charges, and in case of international transport – the amount of the freight charges.
- 7.6 Ponetex shall not be responsible for the damage, if the loss, deficit, damage or delay in the transport of the consignment occurred due to reasons remaining with the sender or the recipient, not caused by the fault of Ponetex or carrier acting at its instruction, due to the goods' properties or as a result of the force majeure.
- 7.7 Ponetex shall be additionally released from its responsibility in case the loss, deficit or damage of the consignment occurred due to at least one of the following reasons:
- 7.7.1 sending the consignment under name being incorrect, imprecise or insufficient for goods excluded from transport or accepted for transport at special conditions or a failure to observe such conditions by the sender;
 - 7.7.2 absence, inadequacy or defectiveness of packaging of goods which are thus at risk of damage due to their natural properties;
 - 7.7.3 particular vulnerability of goods to damage as a result of their defects or natural properties;
 - 7.7.4 loading, placing or unloading of goods by the sender or the recipient,
 - 7.7.5 transport of consignment which pursuant to relevant regulations or the contract should be supervised, if such a damage resulted from circumstances which could have been prevented by a supervisor.
- 7.8 If Ponetex proves that the loss, deficit or damage might have occurred as a result of at least one of the reasons defined in §7.7, it shall be presumed that the damage resulted from such a reason or reasons.
- 7.9 Ponetex shall not be held responsible, either, for a deficit of the consignment which weight and/or count of items was not checked by Ponetex at the moment of sending but which was delivered without any trace of interference, and in case of shipment by closed (sealed) transport means – if the sender's seals were not broken.
- 7.10 If the consignment reached the destination in a packaging or a transport container which was undisturbed, closed by the sender, in particular with unbroken seals fixed by the sender, it shall be presumed that the damage or a loss did not happen during the transport.

- 7.11 In case of consignments which due to their properties may lose their weight, Ponetex shall be responsible only for this part of deficit which exceeds the standard deficit defined according to the valid or customary accepted regulations, unless the damage did not result from circumstances justifying the application of standards of admissible deficit.

DETERMINATION OF CONSIGNMENT'S CONDITION. COMPLAINTS

§8

- 8.1 Determination of consignment's condition, recorded with a formal protocol, is performed during the transport or after its completion to define possible damage or the size of deficit which have occurred from the moment the consignment was accepted by Ponetex to the moment it was released to the authorized person.
- 8.2 Ponetex or a carrier/forwarder acting on its behalf shall check and determine the condition of the consignment immediately at the demand of the consignment sender or recipient, as well as in the following cases:
- 8.2.1 if they themselves have noticed traces of interference to the consignment, transport container or the transport means (seals, closings, walls, floor, roof);
- 8.2.2 if they suspect that the consignment has been affected by the deficit (loss) or that it has been damaged.
- 8.3 The consignment's sender or recipient may participate in the actions to inspect and determine the condition of the consignment also in a case when such determination of the consignment's condition is not held at their demand.
- 8.4 The protocol of determining the consignment's condition should be also signed by the sender or the recipient, if they participate in the check of the consignment's condition.
- 8.5 The protocol to determine the consignment's condition (damage report) should include, in particular, information concerning:
- 8.5.1 the original condition of the consignment and its value resulting from the information on the bill of lading,
- 8.5.2 the circumstances of identifying the interference to the consignment or its condition being different than the original one;
- 8.5.3 type of interference to the consignment, transport container (packaging) or the transport means;
- 8.5.4 the size of interference, including deficit in number, weigh or volume of the consignment or its damage;
- 8.5.5 suspected time and place when/where such interference to the consignment condition happened;
- 8.5.6 suspected reasons for the loss or damage of the consignment,
- 8.5.7 other circumstances deemed crucial by the parties making the protocol.
- 8.6 The damage report should be supplemented with photographs which would evidence the claims to be submitted to Ponetex as a complaint.
- 8.7 The party submitting a complaint should also supply a report issued by the police, fire brigade or any other services (authority), if such a report has been made.

§9

- 9.1 The client is the party authorized to file complaints to Ponetex related to the undue performance of ordered forwarding or transport services.
- 9.2 Complaints should be submitted within 7 days (under pain of loss of right to make claims against Ponetex related to a loss or damage) from the date of receiving bill of lading from Ponetex or from the consignment's recipient, including the damage report if possible, and they should be duly justified and evidenced.
- 9.3 Each complaint should define:
- 9.1.1 date of the complaint;
- 9.1.2 business name (first name, family name) and registered office (address of residence) of the person filing the complaint;
- 9.1.3 title (grounds) and justification of the complaint;
- 9.1.4 claimed amount separately for each bill of lading (consignment);
- 9.1.5 list of attached documents;
- and it should be signed by a person authorized to file complaints.
- 9.4 The complaint should also include copies of documents (confirmed by the person filing the complaint) concerning the conclusion of the transport agreement, in particular the bill of lading, damage report made in compliance with §8.5 and §8.6, as well as originals of other documents indicating the grounds and justifying the claim and its amount.
- 9.5 Complaints should be submitted via internet at www.ponetex.com.pl.
- 9.6 If the filed complaint does not meet the requirements defined in par. 3 and par. 4, Ponetex shall request the party filing the complaint to rectify the deficiencies within 14 days from the date of receiving the request, with an notice that a failure to rectify the deficiencies within the specified time shall result with the complaint remaining unconsidered. If the complaint is rectified within the deadline specified by Ponetex, then the date of filing the complaint shall be the date when Ponetex has received documents or information supplementing the complaint.
- 9.7 Ponetex shall respond to a complaint within 30 days from the date of filing such a complaint in compliance with the provisions of par. 6 above.

STORAGE (WAREHOUSING) OF GOODS

§10

- 10.1 Goods submitted to Ponetex for storage should be marked with numbers of individual articles (range of products) and the number of collective packages on each pallet. Delivery receipts, submitted together with the entrusted goods, should include information allowing for an efficient identification of goods according to articles' numbers, in particular for the purpose of the subsequent release of individual batches of the goods from the warehouse and their dispatch to recipients.
- 10.2 Upon the receipt of goods, Ponetex shall be obliged to inspect exclusively the external condition of collective packaging of accepted consignment and its identification according to the external marking.

- 10.3 Ponetex shall be responsible for damage or loss of goods which have occurred from the moment they have been accepted by Ponetex to the moment they have been released from the warehouse, excluding losses identified in undisturbed collective packaging and loss or damage resulting from reasons related to the characteristics of the goods or reasons remaining with the client or other persons acting on his behalf. The basis to define the value of a potential damage incurred by the client (caused by the loss of goods) shall be the difference – identified according to the inventory conducted jointly with the party submitting the goods – between the value of identified deficiencies reduced by the total value of identified surplus of the client's other goods stored in the Ponetex's warehouse.
- 10.4 The value of goods necessary to define the damages value (including damages as a result of damage to goods or their deficiency) or the goods surplus value, shall be the cost (net value, excluding VAT) of their production or purchase incurred by the party filing the complaint; the possibility of mutual compensation of the value of goods' deficiency against their surplus shall be applicable to all ranges (types) of missing goods or surplus goods stored by the party filing the complaint.
- 10.5 The damage value defined in compliance with par. 3 and par. 4 shall satisfy all claims of the party filing the complaint against Ponetex.

PRINCIPLES OF PALLET FLOW MANAGEMENT

§11

- 11.1 Ponetex shall keep a register of managing EUR pallets issued to Ponetex by its clients and by recipients of goods (clients' business partners). The register shall be kept exclusively for EUR flat wooden pallets which meet the criteria (requirements) according to the UIC 435-2 (PN-M-78216) standards available at www.ponetex.com.pl, manufactured by businesses licensed by UIC, classified as EUR or EPAL (hereafter referred to as the PALLETS) and subsequently returned to the client by Ponetex.
- 11.2 Every week, Ponetex shall return to the client 50% of Pallets issued to the subcontractors in the previous week (from Monday to Sunday).
- 11.3 By the 17th day of each month, Ponetex shall submit to the clients a Pallet management report for the previous month, and by the last day of a month, Ponetex shall return to the client Pallets in the number which is the difference between the quantity returned pursuant to par. 2 above and the quantity actually received by Ponetex from the client in the previous month, with the reservation of par. 5 and par. 6. In case of contracts imposing on Ponetex the conditions defined in par. 9 below, the report shall be submitted to the clients by the 10th day of a month, and the Pallets shall be returned by the 20th day of the following month.
- 11.4 In case Ponetex fails to perform the obligation defined in par. 3, the client may charge Ponetex with the amount equivalent to the value of unreturned Pallets according to the price for each unreturned Pallet as agreed by the parties in the contract, however not earlier than after an ineffective expiry of additional deadline for return of the Pallets, not shorter than 7 days, defined in a written demand of the client.
- 11.5 3% of the number of Pallets (rounded up to one Pallet) issued to Ponetex in a given month may be subject to normal wear and tear; therefore, at the end of each calendar month, the number of Pallets in turnover, which should be reported by Ponetex, shall be automatically reduced by 3%.
- 11.6 The number of Pallets in turnover which should be settled and reported each month by Ponetex equals to the number of Pallets received from the client in the previous month reduced by:
 - a. 3% pursuant to par. 5 above;
 - b. the number of Pallets returned to the client by Ponetex;
 - c. the number of pallets unreturned to carriers by the goods recipients (clients' business partners) upon delivery of consignment with goods;
 - d. the number of Pallets included in the pallet note, defined in par. 8;
- 11.7 The clients' business partners (recipients of their goods) are obliged to make legible entries in the bill of lading about the return of Pallets to the carrier or to confirm with their signature entries made by the carriers; in case of a lack of an entry/signature, it shall be deemed that the Pallets have not been returned by the recipient and thus their number shall reduce the number of Pallets in turnover pursuant to par. 6 above.
- 11.8 If upon the delivery of goods, the client's business partner fails to provide Pallets for exchange, then Ponetex at the request of the recipient of goods shall collect from him the pallet note defining the number of Pallets which the recipient of goods should return to the client. Such Pallet notes shall be attached to the report defined in par. 2.
- 11.9 For additional remuneration, agreed in the contract, Ponetex may assume the obligation to return to the client all Pallets received from him reduced by 3% pursuant to par. 5 above. Ponetex may assume such obligations exclusively towards such clients for whom Ponetex renders transport services for general cargo (LCL freight) of less than 10 Pallets.





REMUNERATION

§12

- 12.1 The remuneration of Ponetex shall be agreed in contracts concluded with clients and according to the provisions of GTCS §13 below.
- 12.2 Seizure, forfeiture (confiscation) or any other decisions of authorities concerning the consignment shall not have any impact on Ponetex's claims towards the client, unless they occurred as a consequence of a negligence on the part of Ponetex.
- 12.3 Ponetex may depend the execution of an order upon payment of an advance against expenses related to its execution (e.g. freight, port duty, customs duty, etc.), as well as depend further execution of the order upon an immediate reimbursement of already incurred expenses.
- 12.4 If there is no other agreement or the payment terms are not defined on the invoice, the amount due for Ponetex should be paid within 7 business days from the date of delivering the invoice issued by Ponetex to the client.
- 12.5 Giving an order to Ponetex on the account of a third party does not release the client from the obligation to pay the amount due for the execution of the order.
- 12.6 In case the order is terminated without any fault of Ponetex, Ponetex shall be entitled to the remuneration for activities already executed and reimbursement of incurred expenses, as well as to remedy any damage suffered as a result of the terminated order

SETTING THE REMUNERATION FOR TRANSPORT SERVICE

The rates of the Ponetex remuneration for services rendered in particular months are set upon:



-  base rate of the remuneration
-  fuel adjustment
-  road surcharge
-  weight of the consignment/shipment/load

BASE RATE OF REMUNERATION

The rates of Ponetex' remuneration for transport services, defined in contracts concluded by Ponetex, are the BASE RATES calculated according to THE BASE PRICE OF DIESEL OIL equal to an average wholesale price for 1 m³ of diesel oil at PKN Orlen [EKODIESEL] at the temperature of 15°C in December 2010 (PKN Orlen website: <http://www.orlden.pl>) amounting to PLN 3,591.29.

FUEL ADJUSTMENT

The rates of real basic remuneration of Ponetex depend on current fuel prices and are set for particular calendar months in accordance with the following rules:

-  In case the average wholesale price of diesel oil in the month preceding the month for which the rate of Ponetex' remuneration is set is higher or lower by 5% or a multiple of 5% (i.e. 10%, 15% or 25% etc.) in comparison to the base price of diesel oil - the basic rates of remuneration for transport services agreed in the contract shall be automatically adjusted (increased or reduced) by the fuel factor as of the first day of a given month pursuant to the table below.
-  The level of the fuel factor equals 1.75% per each 5% of change of diesel oil price in comparison to its base price and results from the share of the fuel cost in the total cost of services rendered by Ponetex. The level of the fuel factor may be subject to change in case of a change of the cost structure.

RANGE	PERCENTAGE CHANGE OF THE PRICE OF 1 LITRE OF DIESEL OIL EKODIESEL (WWW.ORLEN.PL)		FUEL PRICE		% CHANGE OF PRICE FOR PONETEX'S SERVICES
	FROM	TO	FROM PLN/M ³	TO PLN/M ³	
-7	-34.99%	-30.00%	2334.70	2514.25	-10.50%
-6	-29.99%	-25.00%	2514.26	2693.82	-8.75%
-5	-24.99%	-20.00%	2693.83	2873.38	-7.00%
-4	-19.99%	-15.00%	2873.39	3052.95	-5.25%
-3	-14.99%	-10.00%	3052.96	3232.51	-3.50%
-2	-9.99%	-5.00%	3232.52	3412.07	-1.75%
-1	-4.99%	0.00%	3412.08	3591.29	0.00%
0	0.00%	0.00%	3591.29		0.00%
1	0.00%	4.99%	3591.29	3770.50	0.00%
2	5.00%	9.99%	3770.51	3950.06	1.75%
3	10.00%	14.99%	3950.07	4129.62	3.50%
4	15.00%	19.99%	4129.63	4309.19	5.25%
5	20.00%	24.99%	4309.20	4488.75	7.00%
6	25.00%	29.99%	4488.76	4668.32	8.75%
7	30.00%	34.99%	4668.33	4847.88	10.50%
8	35.00%	39.99%	4847.89	5027.45	12.25%
9	40.00%	44.99%	5027.46	5207.01	14.00%
10	45.00%	49.99%	5207.02	5386.58	15.75%
11	50.00%	54.99%	5386.59	5566.14	17.50%
12	55.00%	59.99%	5566.15	5745.70	19.25%
13	60.00%	64.99%	5745.71	5925.27	21.00%
14	65.00%	69.99%	5925.28	6104.83	22.75%
15	70.00%	74.99%	6104.84	6284.40	24.50%

The current binding value of the Fuel Adjustment is shown at the Ponetex website <http://www.ponetex.com.pl/en/strefa-klienta/korekta-paliwowa/>

ROAD SURCHARGE



The road surcharge results from implementing in Poland as from 1st July 2011 the compulsory electronic toll for use of the road infrastructure – transit on public roads by vehicles of maximum total weight exceeding 3.5 t, in accordance with the provisions of the ordinance of Council of Ministers of 22nd March 2011 (*on public roads or their parts on which the electronic toll is collected and on the rates of the electronic toll*) and from costs of fees for transit on the privately operated (concessioned) motorways applied by their operators and borne by Ponetex.

The amount of the road surcharge shall be updated in accordance with the changes of the electronic toll or fees for driving the concessioned motorways, also as the net of the national roads the said fees apply to is increased (expanded). The change of the road surcharge may also result from change of method of calculation of its amount by Ponetex.

- The current binding rates of the road surcharge applied to transport of grupe and partial loads i.e., including up to 20 euro pallet spaces (1,20 x 0,80 x 1,80 m) and of the weight up to 13 200 kg (of real or converted weight) shall be shown at the Ponetex website <http://www.ponetex.com.pl/en/strefa-klienta/dodatek-drogowy/>
- The remuneration for transportation of a load above 20 euro pallet spaces (1,20 x 0,80 x 1,80 m) and exceeding the (real or converted) weight of 13 200 kg shall be increased with the road surcharge equal to:
 - toll for transit on roads included in the viaToll system, collected by General Director of National Roads (or road companies of special assignment or other operators of electronic toll system) charged on the basis of viaToll calculator (www.viatoll.pl):
 - for the quickest (through the main roads) route to the destination point;
 - according to the rates as set for the vehicles of the combustion emission limit Euro 3, in accordance with the executive regulations to the Act of 21st March 1985 on public roads;
 - and
 - cost of transit on the concession motorways not included into the viaToll system, set upon the rates applied by the operators of these motorways available/published on their websites.

SETTING THE WEIGHT OF THE LOAD

The rate of remuneration of Ponetex for transportation services is set depending on the weight of the load which equals to the higher of the two weights:

-  real weight
-  converted weight – set upon applying of the following conversion factors

1 mb (running meter)	=	250 kg
1m ³ (cubic meter)	=	330 kg
1 epl (europallet)	=	0,4 ldm (660 kg)
1 ldm (load meter)	=	1.650 kg

CALCULATION OF THE REMUNERATION FOR TRANSPORTATION SERVICES (TR)

1. setting the basic remuneration for transport (**BR**) through increasing/decreasing of the BASE RATE of remuneration (**BRR**) by FUEL ADJUSTMENT (**FA**)
2. increasing of the basic remuneration (**BR**) with the ROAD SURCHARGE (**RS**):

according to the following formula:

$$\begin{aligned} \text{BRR} + \text{FA} &= \text{BR} \\ \text{BR} + \text{RS} &= \text{TR} \end{aligned}$$

ADDITIONAL REMUNERATION (AR)

In case Ponetex is commissioned with some additional services or parties agree on carrying out transportation or other services upon specific conditions or in particular time, Ponetex is entitled to additional remuneration in the amount agreed by Ponetex in contracts with particular clients.

The final remuneration of Ponetex (**FR**) which includes the remuneration for agreed additional services shall be set upon the following formula:

Remuneration for transportation (**TR**) + remuneration for agreed additional services (**AR**) = **FR**

e.g.,

TR = 100 PLN	
Agreed additional services, e.g.:	
Seasonal surcharge:	= 8 % TR
Delivery to retail nets:	= 12 % TR

Final remuneration of Ponetex:

$$\begin{aligned} \text{FR} &= \text{TR} + 8\% \text{TR} + 12\% \text{TR} = 120\% \text{TR} \\ 100 \text{ PLN} + 8 \text{ PLN} + 12 \text{ PLN} &= 120 \text{ PLN} \end{aligned}$$

RIGHT OF PLEDGE

§14

To secure its claims for remuneration and other amount dues resulting from the transport and/or forwarding orders, as well as to secure such claims due for previous forwarders or carriers, Ponetex shall have the statutory right of pledge with respect to the consignment, as long as the consignment remains with Ponetex or any party who holds it on its behalf, or as long as Ponetex can decide about the consignment with relevant documents. Similarly, Ponetex shall enjoy a statutory right of pledge to secure its claims related to storage of goods of third parties in Ponetex's warehouses.

AUXILIARY PROVISIONS

§15

- 15.1 Any obstacles remaining beyond the influence of Ponetex or any party acting on its behalf (including acts of law issued by authorized bodies, natural disasters, general strikes, etc.) which shall render the execution of Ponetex's duties impossible in part or in total, shall release Ponetex from the responsibility for a timely execution of the order for the duration of such obstacles.
- 15.2 Ponetex shall immediately inform the client about the occurrence of the above-described obstacles. In case the duration of such obstacles is excessively prolonged, Ponetex shall be entitled to withdraw from the contract (from carrying out the particular order), even if it has been already executed in part. Before withdrawing from the contract, Ponetex shall be obliged to secure the consignment and, in communication with the client, to perform actions to secure his interest.
- 15.3 If Ponetex withdraws from the contract due to above reasons, it shall be entitled to the reimbursement of expenses incurred in relation to the performance of the order, as well as to a relevant part of the remuneration for completed duties.

CONTRACT LAW. DISPUTE HANDLING

§16

- 16.1 Unless agreed otherwise, the law prevailing in case of contracts concluded by Ponetex shall be the law of Poland.
- 16.2 Unless otherwise agreed, any disputes which may arise in relation to the contract concluded by Ponetex shall be considered by the Polish commercial court of law competent as per the registered office of Ponetex; however, this does not exclude Ponetex's right to pursue its claims in front of any court competent as per the registered office of the defendant.