

**SPECIAL TERMS AND CONDITIONS OF CARRIAGE CONTRACTS OF THE COMPANY
CELSA "HUTA OSTROWIEC" SP. Z O.O**

In matters not covered in Special Terms and Conditions of Carriage ("STCC"), in particular referring to capitalized definitions, General Terms and Conditions ("GTC") apply.

**§1
[Definitions]**

For the purposes of STCC, the following terms shall have the meaning assigned to them in this paragraph:

- 1) **Loading Activities** - all activities aimed at placing the transported Goods inside the substituted means of transport, including their correct distribution and securing inside the means of transport, unloading the Goods after transport, as well as arranging the means of transport in the event of its contamination as a result of the above actions;
- 2) **Incoterms 2020** - International Commercial Terms; a set of international rules specifying the terms of purchase and delivery, published by the International Chamber of Commerce in its version from 2020;
- 3) **CMR Convention** - Convention on the Contract for the International Carriage of Goods by Road (CMR) and the Signature Protocol, drawn up in Geneva on 19 May 1956 of 19 May 1956 (Journal of Laws of 1962 No. 49, item 238, corrected by Journal of Laws of 1995 No. 69, item 352);
- 4) **Waybill** - a waybill issued by Huta, which, after confirmation by the Business Partner, is in particular evidence of acceptance of the Goods specified in it for carriage, performance of the carriage and receipt of the Goods concerned; it can also be an electronic transmission or computer printout; in the case of international transport, the Waybill will comply with the CMR Convention;
- 5) **Road traffic law** - the Act of 20 June 1997 - Road Traffic Law (i.e., Journal of Laws of 2018, item 1990 as amended);
- 6) **Transport Law** - the Act of November 15, 1984 Transport Law (Journal of Laws of 1984 No. 53, item 272, with further amendments);
- 7) **Permission** - permission to drive a non-standard vehicle, which permission is referred to in article 64 et seq. Traffic Law

**§2
[STCC scope of application]**

1. In the case of Agreements regarding domestic transport, the provisions of the Transport Law shall apply to matters not covered by these STCC.
2. In the case of Agreements concerning international transport to which the CMR Convention applies, these STCC shall apply to the extent that they do not infringe the provisions of the CMR Convention.
3. In the case of Agreements performed on the terms of Incoterms 2020, these STCC shall apply to matters not regulated in the Incoterms 2020 formula, which applies to a given Agreement.
4. For the performance of oversize transports, which will require obtaining Permissions, these STCC shall apply to the extent not regulated in the Agreement.

**§3
[Proceeding to carry out a Contract. Performance]**

1. The provisions of these STCC apply both to Contracts in which Huta is the recipient of the transported Goods and to Contracts in which Huta is the sender, though the recipient shown on the Way Bill is a third party.
2. The Business Partner declares that he meets all the requirements of the law, including the Transport Law and the Road Traffic Law, for the provision of transport services.
3. The Business Partner undertakes to provide transport services to Huta with the utmost care required of entities professionally engaged in providing services of this type.
4. The Business Partner undertakes to deliver the Goods to the place and on the date specified in either the Contract or the Way Bill.
5. The Business Partner is obliged to provide a vehicle adapted for the Goods covered by a Contract, including those meeting the conditions arising from the Agreement and STCC.

**§4
[Oversized transport]**

1. The Business Partner is required to possess or obtain a Permission to drive oversized vehicle of the appropriate category, enabling the carriage of Goods and proper performance of the Contract. The costs of obtaining the Permission shall be borne by the Business Partner.
2. The Business Partner is obliged to immediately inform Huta after receiving the Order that the transport covered by this Order will require a Permission and confirm whether the relevant Permission has, whether it will have to be obtained and the possible date of obtaining it.
3. The Business Partner is obliged to provide Huta with a copy of the Permission (certified by him for compliance with the original) together with a

statement that the Permission is sufficient to transport the Good. The above-mentioned documents shall be handed over to Huta together with the Order confirmation or together with the signed Order, and if the Permission has yet to be obtained - immediately after obtaining it.

4. The Business Partner is obliged to make arrangements with the road managers regarding the route and conditions of transport, and in the event of any objection by the road administrator objecting to the route or conditions of travel - plan an alternative route of transport and agree it with the road manager within a period enabling proper performance of the Contract.

5. The Business Partner shall be solely responsible for all damages and losses incurred by Huta and for all losses and damages in the Goods, caused or arising in connection with the lack of the relevant Permission or with the performance of the Agreement in a manner inconsistent with the Permission.

**§5
[Performance period]**

1. The period in which the performance should be made is specified in the Contract or the Way Bill. The period is deemed to be observed if, before it ends, the Business Partner contacts Huta or another recipient and states that it can deliver a consignment.

2. If the Business Partner is not at fault, the consignment delivery period is extended by the time it is halted due to:

- 1) the Business Partner checking that Huta's representations in the Way Bill comply with the actual condition of the Goods transported, if as a result of the check incompliance is found;
- 2) the Business Partner checking that the condition of the Goods transported complies with the provisions on transport on special terms if incompliance is found;
- 3) the Business Partner taking the steps provided for in special provisions;
- 4) the Contract being amended in accordance with §15 below;
- 5) Goods having to be loaded or reloaded;
- 6) obstacles to carriage due to Force Majeure;
- 7) other cases where consignments are stopped for reasons not attributable to the Business Partner.

**§6
[Way Bill]**

1. If Huta is the sender of the consignment, it submits to a Business Partner the Way Bill containing the Huta Representative's contact details, specifies the recipient of the transported Goods and its contact date, the destination of the Goods, specification of the Goods carried and their value, guidelines on how to proceed in the event of obstacles to carriage preventing Contract performance or obstacles preventing the consignment being handed over at its destination, and also other required information.

2. The Business Partner is obliged to check that the Goods carried comply with the Way Bill. The outcome of this check is incorporated in the Way Bill or in the report attached thereto.

3. Huta will also attach to the Way Bill the documents required in special provisions of law or these STCC.

4. The Business Partner is obliged to issue a copy of the Way Bill to Huta.

5. After the Goods carried are delivered to their destination the Way Bill is given to the recipient.

**§7
[Preparing a consignment]**

Huta is obliged to prepare the Goods and hand them over to the Business Partner in a condition enabling them to be properly transported and handed over without depletion, damage or loss, and should particularly provide the appropriate packaging for the goods to be transported and Way Bill.

**§8
[Safeguarding a consignment]**

A Business Partner is obliged to safeguard the Goods carried, especially in a way preventing it from moving around or being damaged during transport. The Business Partner also undertakes to safeguard consignments from unfavourable effects of atmospheric conditions.

**§9
[Loading activities]**

1. Unless otherwise agreed, Loading Activities are carried out by Huta or a third party from which the Business Partner receives the Goods for delivery to Huta.

2. The Business Partner is obliged to provide means of transport for loading within the time limit specified by Huta (including - at the time specified by Huta).

3. Means of transport must be adapted for loading with magnetic gantries from above, and all trailers must have tarpaulins. Huta is entitled to refuse to load means of transport that do not meet the above requirements. In such a situation, the Agreement will be considered not performed due to the Business Partner's fault.

4. The Business Partner is obliged to take part in loading operations and pay attention to any possible irregularities during Loading Activities in order to avoid irregularities and possible damage.

5. The Business Partner is obliged to check the correctness of loading and, if necessary, secure the Goods in the manner specified in § 8 above. The Business Partner shall be solely responsible for the proper loading and securing of the Goods in a manner that ensures transport in accordance with applicable regulations (including road traffic) and prevents their movement, destruction or damage during transport.

§10
[Safety]

A driver on the site of Huta's plant must be equipped and must use means of personal protection such as helmet, reflective vest, safety goggles, safety shoes, protective gloves. Provision of personal protection measures is the Business Partner's responsibility.

§11
[Accepting a consignment for transport]

Failure by the Business Partner to submit reservations when Goods are accepted for transport is deemed confirmation that the condition of the Goods at the time of hand-over for carriage was due and proper.

§12
[Obstacles to transport]

1. Huta may always provide in the content of the Agreement or Way Bill instructions as to how to proceed in the event of obstacles to transport or the delivery of a parcel. In the absence of Huta's instructions on how to proceed in the above-mentioned circumstances, the Business Partner shall request the Huta Representative to provide appropriate directions by contacting the phone number indicated on the Way Bill. Advice given by Huta regarding the procedure to be followed in connection with obstacles to transport or the release of transported Goods will be forwarded by phone, then confirmed by fax or email, to the number or address of the Counterparty's Representative, respectively. Such instructions will be binding on the Business Partner, unless they are unlawful, of which the Business Partner shall be obliged to immediately inform Huta.

2. The Business Partner bears full liability for any actions taken without being discussed with Huta, unless the failure to communicate with Huta was due to Force Majeure.

§13
[Business Partner's third party liability insurance]

1. The Business Partner is obliged to have valid third party insurance with a renowned insurance company covering liability for loss of or damage to a consignment that occurred between the Goods being accepted and the Goods being handed over, and also for delayed delivery of Goods. This insurance is to cover losses arising in the insurance period. The insurance is to cover damages that occurred during the insurance period, and its sum cannot be lower than PLN 100,000 or other, indicated in the Order.

2. The Business Partner will present on Huta's request an appropriate policy documenting conclusion of an insurance agreement.

The Business Partner shall provide Huta with a copy of the policy documenting the conclusion of the insurance contract before concluding the Contract. The Business Partner is obliged to maintain the continuity of insurance coverage at an unchanged level and provide Huta with copies of subsequent insurance policies immediately after concluding the relevant insurance contracts, each time before the expiry of the previous policy.

§14
[Customs clearance]

1. By concluding a Contract, Huta is appointing a Business Partner its representative in order to carry out customs clearance, declare the Goods for customs purposes or meet the legally required obligations relating to intra-Community supply/export/import of Goods on Huta's behalf. If any customs authority demands that additional documents be provided in order to confirm the import/export declarations or the customs status of the consignment, Huta will provide the indicated documents at its own cost.

2. All customs duties, fines and charges related to meeting the above-mentioned obligations are borne by Huta. The Business Partner should make every effort to ensure that customs formalities relating to customs clearance of the consignment will be met in the shortest possible time and to inform Huta about all deficiencies of or defects in the received documents needed to take the activities specified in paragraph 1 above so as to provide correct documentation before these activities are carried out.

§15
[Amendments to Contract]

1. Huta is entitled to rescind the Contract or to amend the Contract, demanding in Written Form that its Business Partner return the Goods carried to the place of dispatch, deliver them to a place different from that given in the Contract or on the Way Bill, hand them over to a person instead of Huta or another recipient other than the recipient indicated on the Way Bill.

2. Unless the Way Bill issued by Huta specifies otherwise, also a third party recipient has the right to request that the Business Partner issue the transported

Goods in a different place than indicated in the Way Bill or give it to another person. Relevant information should be provided to the Business Partner in Written Form.

3. Receivables and costs arising in connection with the changes referred to in paragraphs 1 and 2 above shall be borne by Huta. The deadline for delivery of transported Goods may be extended by the time agreed by the Parties, appropriate to the changes introduced in the above mode.

§16
[Subcarriers]

In the event of handing over the Goods to a further carrier, the Business Partner shall be responsible for the acts and omissions of such a further carrier as for his own actions and omissions, in accordance with art. 789 § 1 of the Civil Code.

§17
[Consignment disposal]

1. Both Huta and the recipient can dispose of the Goods carried by presenting the Way Bill or a copy thereof and making a statement in the Written Form.

2. Huta retains the possibility of disposing of Goods carried until:

- 1) the recipient introduces the amendment to the Contract referred to in §15 above,
- 2) the recipient accepts the Way Bill,
- 3) the recipient takes receipt of the Goods carried, whichever occurs earlier.

§18
[Liability for other damages]

1. If, as a result of failure to perform or failure to duly perform a Contract, a consignment is damaged or damage of a different type arises, especially that arising from the necessity for Huta to pay contractual penalties for failing to observe (in connection with the above circumstances) contracts concluded with third parties, the Business Partner is obliged to redress the damage to the full amount. Liability for damage of this type is based on the principles set out in article 471 and article 472 in connection with article 473 of the Civil Code, i.e. the Business Partner is liable for failing to take due professional care and its liability also covers losses and lost profits. Article 788 § 1 of the Civil Code and articles 80 - 85 of the Carriage Law do not apply.

2. If a Contract covers more than one transport service, in the event of non-performance or improper performance by the Business Partner of at least one shipment in a given calendar month during the term of this Contract, Huta is entitled to withhold the payments due to the Business Partner and to deduct from these payments the damage that it sustained due to non-performance or improper performance of the shipment.

§19
[Consignment acceptance]

1. In the event of weight differences in the Goods, the Business Partner shall be obliged to take the actions described in the instructions attached to the given order / Waybill.

2. Acceptance by Huta (or a third party indicated on the Way Bill as the recipient) of the transported Goods without question leads to expiry of claims for Goods' shortfalls, loss or damage unless:

- 1) damage is confirmed by a report at the latest at the time of consignment acceptance,
- 2) no confirmation is given due to a fault on the Business Partner's part,
- 3) shortfall or damage is due to willful misconduct or gross negligence of the Business Partner,
- 4) damage not noticeable externally is found by the recipient of Huta after consignment acceptance.

§20
[Documents confirming receipt]

The Business Partner will provide Huta with documents confirming receipt of the Goods by the recipient shown on the Way Bill immediately after delivery of the Goods and on the same day will send Huta's Representative an email in order to confirm that the consignment has been delivered to the destination.

§21
[Certificate]

The Business Partner is obliged to provide Huta, together with the invoice at the latest, with a current certificate of the competent head of the tax office confirming that the Business Partner is not in arrears with payment of taxes or a certificate that he has obtained exemption provided for by law, deferment or instalment of outstanding payments or withholding in full the decision of the competent authority, issued not earlier than 2 months before the invoice date. Huta is entitled to withhold payments to the Business Partner until the presentation of the certificate referred to in the previous sentence. In this case, the Business Partner shall not be entitled to demand interest, penalties or damages in any other form for the period in which the payment was withheld.

§22

[Alcohol and prohibited substances]

1. The Business Partner declares that he accepts the fact that the entry and stay of any person acting on behalf of the Business Partner, in particular the driver, on the premises of Huta under the influence of alcohol, intoxication or under the influence of intoxicants, psychotropic substances and / or any similar operating means is prohibited.
2. In order to verify whether the person acting on behalf of the Business Partner violates the rules referred to in sec. 1, before entering the premises of Huta, the person will be checked for the presence of alcohol, intoxicants, psychotropic substances and / or any similarly acting substances.
3. The study referred to in par. 2, may include, at Huta's discretion, testing of exhaled air, saliva, blood or urine. A protocol should be drawn up immediately from the activities referred to above.
4. If it is found that a person acting on behalf of a Business Partner violates the rules referred to in sec. 1 or in the case of refusal to submit to the examination referred to in sec. 2, Huta has the right to refuse such a person entry to the premises of Huta. The costs of the examination, the result of which is a confirmation of being in the condition referred to in paragraph 1 shall be borne by the Business Partner.
5. In the case referred to in sec. 4, the Business Partner shall be liable for non-performance of the Agreement or its part, delays in its performance and for any events and consequences resulting therefrom, in particular for any contractual penalties imposed on Huta or any claims arising from it, shall be borne by the Business Partner.