

RULES FOR VERIFICATION OF ACTUAL CARRIERS

(1) These rules apply to contracts of carriage and/or forwarding concluded by GTC POLAND Sp. z o.o. (hereinafter: the Principal) with carriers and/or forwarders (hereinafter: the Contractor). The rules do not affect other provisions contained in the orders on the basis of which the parties concluded a particular agreement.

2. The Contractor, whenever using a subcontractor, shall comply with these Rules.
3. The Contractor shall enter into a transportation agreement with the subcontractor in writing (including electronic version).
4. The Contractor shall:
 - 1) exercise due diligence in the selection of actual carriers, by which is meant the selection of such transportation companies that provide guarantees of proper performance of the transportation activities entrusted to them, i.e. the selection of such transportation companies that:
 - (a) have the licenses, concessions and/or permits required by law to carry out this type of activity,
 - (b) have their own carrier's liability policy with full coverage, by which is meant the absence of exclusions regarding protection for the selected type of property accepted for transportation and with a guarantee sum per event not lower than the upper limit of the Insurer's liability for damage, as defined in Art. 65-70 and 80-85 of the Carriage Law and/or Articles 17, 23 and 25 of the CMR Convention,
 - c) have made available the documents constituting the basis for the carriage business, including: entry in the business register or excerpt from CEIDG, or KRS, NIP, REGON, and permits and/or licenses for the carriage business, if required;
 - 2) verify the credibility of the actual carrier by verifying the documents (copies) received from the subcontractor confirming the carriage business:
 - KRS - on the website of the Ministry of Justice <https://ems.ms.gov.pl/>,
 - excerpt from CEIDG - at <https://prod.ceidg.gov.pl>
 - NIP and Regon - on relevant websites e.g.: Central Statistical Office: <http://www.stat.gov.pl> and/or CEIDG: <https://prod.ceidg.gov.pl/lub> INFOR: <http://www.infor.pl/kalkulatory/regonnip.html>
 - transport licenses and/or permits to practice the profession of a carrier - on the websites of GITD: <http://gitd.gov.pl/botm/index.php> and/or CEIDG: <https://prod.ceidg.gov.pl>
 - policy or certificate confirming the conclusion of a carrier's liability insurance contract.
 - 3) When ordering the carriage of goods to a new actual carrier, to whom the Contractor has not previously ordered carriage, the Contractor is additionally obliged to verify the reliability of this carrier by:
 - a) telephone contact with the actual carrier on the landline or cell phone number at its

headquarters and telephone confirmation of his offer of carriage or acceptance of the order, while it is RECOMMENDED that the Contractor independently determine the phone number (e.g. using Internet resources) and note the name of the caller at the end of the call,

b) verification of copies of documents received from the carrier:

- KRS - on the website of the Ministry of Justice <https://ems.ms.gov.pl/>
- excerpt from CEIDG - at <https://prod.ceidg.gov.pl>
- NIP and Regon - on relevant websites e.g.: Central Statistical Office: <http://www.stat.gov.pl> and/or CEIDG: <https://prod.ceidg.gov.pl> and/or INFOR: <http://www.infor.pl/kalkulatory/regonnip.html>

- transport licenses and/or permits to practice the occupation of a carrier - on the websites of GITD: <http://www.gitd.gov.pl/dla-presiebiorcow/licenses/transport-things/list-of-valid-administrative-decisions2> and/or CEIDG: <https://prod.ceidg.gov.pl>

In the case of a foreign subcontractor, performing verification in the country of registration of the actual carrier, e.g., using the European e-justice portal: https://e-justice.europa.eu/content_business_registers_in_member_states-106-pl.do or the European VAT register: http://ec.europa.eu/taxation_customs/vies/?locale=en c) confirming, based on the document obtained, that the actual carrier has its own road carrier liability policy, appropriate for the type of transport activity conducted and covering the goods commissioned for transport and the territorial scope appropriate for the transport (domestic transport and/or international transport and/or cabotage transport within EU countries or within Germany).

5. The Contractor agrees not to subcontract the service to further forwarders (further contract carriers). The Contractor may subcontract carriage only to the actual carrier who will perform the carriage.
6. The Contractor, in the contracts of carriage concluded with actual carriers or in the orders addressed to them, shall stipulate that:
 - 1) It is forbidden for them to outsource the carriage to any subsequent (further) carriers - these carriers must carry out the carriage personally, 2) When accepting the goods for carriage, the carrier must:
 - (a) check the documentation provided to him for completeness and compliance with the actual state of the consignment (quantity, weight, characteristics and numbers of the goods) and the received transport order, (
 - b) check the quality condition of the consignment prepared for transport and, if necessary, make comments on the consignment note, (

- c) check the state of preparation of the consignment for transport and, if necessary, proper packaging and securing of the goods for further transport activities,
- d) proper arrangement and securing of the cargo on the vehicle,
- e) confirmation of acceptance of the consignment for transport by entering vehicle registration numbers in the consignment note and confirmation of receipt of the goods for transport in accordance with the provisions of the Transport Law.

3) When handing over the consignment to the consignee, they are obliged to: a) check whether the cargo is delivered to the place (address) indicated by the sender, b) receive a receipt bearing the seal and/or signature of the consignee, and if the consignee is not in business check his details from the identity card or other identity document and receipt with his signature.

4) in case of difficulties in the execution of the contract of carriage, the actual carrier is obliged to contact only the ordering carrier or the consignor of the shipment.

(7) The Contractor, in the contracts of carriage concluded with actual carriers or in the orders addressed to them, shall stipulate that they are obliged to comply with the following Parking Clause:

1) The driver shall not leave the means of transportation together with the goods unattended. 2) Leaving the means of transportation together with the goods unattended shall be understood as physical leaving of the cab of the means of transportation by the driver and leaving the vehicle together with the goods unattended in an unattended place, in such a way that in the event of a damage event the driver will not be able to react immediately in order to prevent or reduce the extent of the damage. 3) Leaving the means of transportation with the goods unattended shall not be considered as leaving the means of transportation that is associated with:

- a) necessary stoppage enforced by regulations on drivers' working time,
- b) necessary stoppage enforced by regulations on taking weekly rests in the cabs of vehicles,
- c) loading, loading and unloading operations (including while waiting for these operations to begin),

d) the need to deal with border, financial and customs formalities related to the implementation of transport,

e) the need to deal with formalities related to the ferry crossing,

f) the need to refuel and/or replace operating fluids,

g) the need to use the restroom at a gas station or parking lot,

h) the sudden deterioration of weather conditions, allowing further safe driving,

i) sudden and doctor-documented illness or fainting of the driver,

j) calling for help after a breakdown or road accident,

k) carrying out the orders of the police or other authorized services, 4) leaving the means of

transport with the goods for the reasons specified in point 3) lit. (a), (f) and (g) must take place in

lighted parking areas designated for trucks, and the means of transport must be secured by removing the key from the ignition, locking the locks and other openings and activating alarm

systems or other security devices that are equipped with the means of transport. 5) Leaving the

means of transportation with the goods for the reasons specified in 3) b) must take place in lighted

parking areas intended for trucks, located at gas stations, motels, hotels, restaurants, bars, customs

offices, border crossings or ferry crossings located along the route of transportation, and the means

of transportation must be secured by removing the key from the ignition, closing the locks and

other openings and activating alarm systems or other security devices that are equipped with the

means of transportation. 6) Leaving the means of transportation with the goods unattended shall

also not be considered as leaving the means of transportation with the goods in a guarded or

supervised parking lot, which provides this type of service and issues a receipt to the carrier for the

receipt of the means of transportation under custody/supervision, or on the premises of the transportation base, or other place of business of the Insurer, provided that the place is fenced, locked and illuminated during night hours.

(8) The Contractor shall provide the Contractor with information regarding the carrier authorized to pick up the shipment: personal data (name and/or first name, last name) and vehicle registration number, as well as the name of the driver and his identity document number.