



FORWARDING ORDERS HANDLING RULES
OF C.HARTWIG GDYNIA S.A.

valid from March 1st, 2006

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FORWARDING ORDER HANDLING RULES
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1. General issues

1.1 Definition of a Forwarding Order

A forwarding order is an agreement between a client and a forwarder on the basis of which the forwarder is obliged to dispatch or collect a consignment or perform other acts connected with the transport of the consignment including the handling of the transport and other agreed acts, and the client is obliged to pay remuneration to the forwarder and refund to it any and all costs borne in connection with the execution of the order.

1.2 Execution of a Forwarding Order

The execution of a Forwarding Order takes place on the basis of the Polish law, EC law and the *Polish General Forwarding Rules 2010* (PGFR 2010) available from the web page www.chg.pl. In all matters that are not regulated in an order, these Rules or the forwarder's offer the Polish law and PGFR 2010 which the client and the forwarder by mutual agreement incorporate into their forwarding agreement shall apply, unless these Rules provide otherwise.

2. Forwarding Order

2.1 Conditions of accepting a Forwarding Order

C.Hartwig Gdynia S.A. accepts a Forwarding Order concerning entrusted cargo on the condition that the Forwarding Order is submitted on a form available from our web page www.chg.pl or our Sales Department or otherwise, as agreed.

Polish clients running business activity on the basis of registration with the Commercial Activity Register (self-employed entrepreneurs, partners in civil partnership), in the form of partnerships (registered partnership, professional partnership, limited partnership and limited joint-stock partnership) are also required to submit a statement signed by a spouse that the spouse gives his or her consent to placing an order with C.Hartwig Gdynia S.A.

An order should be submitted reasonably early.

2.2 Required documents for handling customs clearance

An authorisation for C.Hartwig Gdynia S.A. – a sample authorisation is available from our web page www.chg.pl.

C. Hartwig Gdynia S.A. acts in customs matters on the basis of an authorisation for C.Hartwig Gdynia S.A. to represent a client in front of the Customs Authority, signed by a person or persons authorised to make statements on behalf of the client's firm, in accordance with the registration with a due authority (authorisation forms may be found at our web page.).

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The following original documents or their copies certified by a state administration authority or a notary shall be attached to the authorisation:

- a REGON¹ registration certificate
- a NIP² registration certificate
- a current (not more than three months old) extract from a due court of registration or a certificate of registration with a business activity register, certified by a court of registration or competent state administration authority.

The lodging of an authorisation or its transcript, extract or copy with customs authorities results in the obligation to pay the stamp duty which ensues from binding regulations and which will be charged to the customer (Journal of Laws, no.225/2006 item 1635).

Documents related to goods:

- within the export procedure

An original commercial invoice (a copy), a Xerox copy of an invoice containing specification or, if the invoice does not meet this requirement, a separate specification. Possibly also other documents, such as permits, and additional documents as required by the Customs Authority during the procedure

- within the procedure of admission to circulation or transit

An original bill of lading (if bills of lading are issued on an importer then C. Hartwig Gdynia S.A. should be entered in the box NOTIFY).

An original commercial invoice or its copy, a Xerox copy of an invoice containing specifications (it should include, among others, delivery terms and an invoice value in words)

An original certificate of origin, and in case of applying for preferential qualification, an original certificate of origin as per a due sample.

Other required documents necessary to perform customs clearance within the procedure of admission to circulation, such as a phytosanitary certificate, veterinary certificate, permits, etc.

2.3 Responsibility towards the guarantor

If the amount of tax and/or customs debt is not paid by the Client, the Client acknowledges that in case any payment is made on the basis of the insurance warranty issued by TUiR "WARTA" S.A. upon the request of C.HARTWIG GDYNIA S.A, covering customs debts and other dues of the Client, the warrantor (TUiR „WARTA” S.A.) shall be entitled to claim the amount paid together with interest and cost of engagement of the said warranty back from the Client.

¹ Identification number in the statistical evidence

² tax identification number

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3. Services not included in offer

3.1 Storage

Forwarding offers submitted by C.Hartwig Gdynia S.A. do not include the storage costs of

- **full containers on container terminals**

- **non-containerised goods**

in ports or port terminals.

In such cases individual arrangements are made on a case-by-case basis, based on local terminal rates.

Storage at airport terminals in accordance with handling agents rates.

3.2 Demurrage

This fee is charged by a road carrier in cases when the due term of loading / unloading together with customs formalities is extended.

• Container carrier vehicles

Free time to load / unload goods and handle customs formalities is 8 hours after which each next hour started is charged at PLN 30.

• All-purpose, reefer, heavy lift and large size trucks on domestic and international routes

On a case-by-case basis, as agreed by forwarder and carrier. Client undertakes to pay so agreed demurrage costs.

3.3 The gross weight limit for goods in a container

The gross weight limit for goods in a container in domestic road transport amounts to:

a/ container 20':

- 18 tonnes in the case when the container is put in the back or front of the trailer 40'
- 22 tonnes in the case when the container is put in the middle of trailer 40'

b/ container 40': 21 tons

In case of a greater weight than the specified limit, the rates offered will be revised and the client expresses agreement to pay the additional charges for exceeding the weight limit.

3.4 Shipowner's agency fee in container traffic

The agency fee is applied by the marine carrier in imports for activities connected with the release of the container in the discharging port

3.5 FCL containers demurrage / detention

Demurrage / detention is a fee (penalty) applied by an owner for exceeding the allowed time of container handling from the moment of unloading the ship to the moment of returning the unit to an indicated container depot. After a free period not shorter than 3 calendar days the fee is not lower than USD 5.00 / 20' / day and USD 10.00 / 40' / day HC. Client agrees to pay the detention / demurrage cost as required by the sea carrier (its agent).

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3.6 Ship demurrage (on sea carriage charter terms)

Demurrage is a fee charged by the owner and resulting from a charter party as compensation for holding the ship beyond the agreed time allowed for loading / unloading of goods in the loading / unloading port. Client agrees to pay demurrage costs as required by the sea carrier (its agent).

3.7 Port surcharges for labour in free work days

Holiday benefits are negotiated with sub-contractors on a case-by-case basis. Client undertakes to pay these benefits in due amount as agreed.

3.8 Customs inspection of containers and sampling

The Customs Office may demand that any container be made available for search or another procedure such as scanning, for instance. If a container is made available for customs search on Customs Office demand and there appear costs of customs search and handling connected with the goods (total or partial search), then they will be settled in accordance with the actual man-hours and equipment engaged.

Making a container available for customs search in a harbour may also take place (sporadically) when the export customs clearance is rendered in another place in Poland or in intra-EU transport, and takes place each time and comprises every container in the case of the export of goods within the refund procedure. Making a container available for customs inspection does not deprive other authorities of the state administration of their right to demand making the container available again for another *ex officio* inspection (for instance by the Provincial Inspectorate of Plants and Seeds Protection³, Sanitary and Epidemiological Station⁴, Veterinary Border Point⁵). Client undertakes to cover the cost of making the container available for inspection and other costs connected therewith.

3.9 Offer validity

C.Hartwig Gdynia S.A. is bound with an offer for a period indicated therein, and if the term is not stated, then not longer than until the moment when a Forwarding Order is received by C. Hartwig Gdynia S.A. without undue delay on the basis of such offer, unless it is cancelled earlier.

3.10 Change of rates

C.Hartwig Gdynia S.A. shall be entitled to amend an offer if major changes in the exchange rates or sub-contractors prices or other elements beyond forwarder's control occur that influence the price level and the terms of the offer.

3.11 Booking

The sea freight rates included in an offer apply exclusively when C. Hartwig Gdynia S.A. makes a booking and the shipper follows the submitted loading instruction. The sea freight rates will be applied only when the equipment and the space on board of the shipowner in the port of shipment will be available.

³ Wojewódzki Inspektorat Ochrony Roślin i Nasiennictwa

⁴ Sanepid

⁵ Graniczny Inspektorat Weterynaryjny

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3.12 Wooden packing materials in import

If a shipper uses wood for stevedoring / lashing / packing of goods in a container, please refer to due legal regulations issued by the Ministry of Agriculture and Farmland Development⁶.

Failure to meet the requirements contained therein will cause additional costs for operations connected with non-admittance to the territory of the Republic of Poland and the necessity to destroy / burn the packing wood.

3.13 Wooden packing materials in export

If goods and / or packing materials exported to some countries contain raw wood, then it is necessary that the exporter submit due certificates (phytosanitary, fumigation) in accordance with a given importer's country requirements.

3.14 Requirements in exports to the USA. IMPORTER SECURITY FILLING (ISF, "10+2 regulation")

In exports to the USA, the American importer is obliged to fill information in the ISF system (US Customs and Border Protection) 24 hours before the cargo is loaded on an ocean vessel. In order to do so, the exporter should submit the information on the cargo required by US Customs and Border Protection to the importer in a manner previously agreed and with appropriate time space. Failure to comply with the requirement may result in a fine to the importer amounting to 5,000 USD per occurrence.

3.15 Dues

Payment of C. Hartwig Gdynia S.A. invoices must be made by wire remittance, within 14 days of the invoice date. Amounts due expressed in foreign currency shall be converted into Polish zlotys (PLN) according to the current exchange rate of Raiffeisen Bank Polska S.A. as of the day of service performance. In case of sea freight the exchange rate cannot be lower than the one valid on the day of converting the amount due for the sea freight accepted by the shipowner.

4. Fees for documents

FCL import document fee	PLN 100.00
FCL export document fee	PLN 80.00
LCL import document fee	PLN 150.00
LCL export document fee	PLN 90.00
Document fee for strategic goods	PLN 150.00
Additional LCL document fee for a letter of credit	PLN 60.00
CMR letter completion if C.Hartwig Gdynia S.A.	
- deals with forwarding or transport	PLN 60.00
- does not deal with forwarding or transport	PLN 120.00

⁶ Ministerstwo Rolnictwa i Rozwoju Wsi

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TIR carnet completion if C.Hartwig Gdynia S.A.

- deals with forwarding or transport	PLN 60.00
- does not deal with forwarding or transport	PLN 120.00
Drawing a shortage and damage report	PLN 70.00
Drawing a bill of lading by an owner Minimum	PLN 60.00

5. Cargo insurance

5.1 Cargo insurance included in the service price

The cargo insurance included in the forwarding service price is based on a general agreement with an insurance company **AVIVA Insurance Company SA**. The subject-matter insured is the loads carried by land, sea and air, which are the subject of a commercial contract and are carried or forwarded by the Insuring Party.

AVIVA Insurance Company SA liability comprises damages consisting in destruction or loss of or damage to the object of the insurance in the scope of and due to reasons specified in the clauses, and included in:

- 1) Institute Cargo Clauses (A) 1/1/09 – ICC (A) 1/1/09
- 2) Institute Cargo Clauses (Air) (excluding sendings by Post) 1/1/09
- 3) Institute Strikes Clauses (cargo) 1/1/09
- 4) Institute Strikes Clauses (Air Cargo) (excluding sendings by post) 1/1/09
- 5) Institute War Clauses (cargo) 1/1/09
- 6) Institute War Clauses (Air Cargo) 1/1/09
- 7) Institute War Cancellation Clause (cargo) 1/12/09

and costs of disposal (physical destruction) of the load or part thereof which becomes unusable due to an event covered by the insurance up to PLN 50,000 for one and all events related to a forwarding operation the Insuring Party performs on the subject-matter insured. The costs are reimbursed in addition to the insurance sum.

Insurance sum is the actual value of the load at the time and place of loading as specified on the seller's invoice.

The Contract applies an insurance sum limit, which is the maximum amount of the Insurer's liability towards a single Insured for a single conveyance, and is equivalent to:

1. road transport: USD 500,000.00
2. sea transport: USD 1,000,000.00
3. other conveyances: USD 750,000.00

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For every loss considered under this Contract a policy excess of USD 300 applies. The policy excess is expressed in PLN based on average rate stated by the Polish National Bank (NBP) as of the date the decision on granting damages is issued.

It is possible to waive policy excess for a load to be insured provided that the Insuring Party pays an additional premium.

5.2 Detailed terms of cargo insurance

Detailed information on cargo insurance may be found at www.chg.pl.

Client's failure to get acquainted with the insurance terms burdens the Client exclusively.

6. Sensitive items

If the offer is accepted, it is important to declare in the supplied forwarding order whether or not a given item is listed in registers of:

- a) weaponry
- b) dual-use items,

thus being subject to export restrictions (a licence to export and/or to keep trade records) under the provisions of 29th November 2000 Act on foreign trade in commodities, technologies, and services sensitive for state security and for maintaining international peace and security (Journal of Law 229/2004, Chapter 2315 as amended) and Council Regulation (EC) No 428/2000 of 5th May 2009 setting up Community regime for the control of exports, transfer, brokering and transit of dual-use items (EU Journal of Law 2009 L134/1 as amended) .

If there is a need for obtaining such a licence, C. Hartwig Gdynia S.A. should be mentioned as a trade partner in the application for the licence to export sensitive items, and a copy of the application should be immediately sent to C. Hartwig Gdynia S.A. so that it can obtain the necessary forwarding permit.

The texts of legal acts together with a list of weaponry and dual-use items a available at the website of the Department of Economic Security of the Ministry of Economy:

<http://www.mg.gov.pl/Wspolpraca+miedzynarodowa/Handel+zagraniczny/Kontrola+eksportu+towarow+strategicznyc>

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7. Liability

7.1 Principles of liability

C. Hartwig Gdynia S.A. is liable for damage inflicted to Client during the forwarding if it acts without due diligence. C. Hartwig Gdynia S.A. is liable for subcontractors hired while executing the order on a faulty selection basis.

C. Hartwig Gdynia S.A. bears no liability for damage inflicted by persons whose selection was beyond its control or for damage indirectly connected with the forwarded consignment.

In case if C. Hartwig Gdynia S.A. is appointed a substitute forwarder by another forwarder then such function should be indicated directly in the Forwarding Order. Otherwise C.Hartwig Gdynia S.A. will be free from any liability for possible damage except for wilfully inflicted damage.

7.2 Pursuing a claim

Disputes with C. Hartwig Gdynia S.A. participation shall be heard by a common court that is competent regarding the official seat of C. Hartwig Gdynia S.A. unless a Forwarding Order or a specific agreement between the parties provide for an Arbitration Tribunal.

Any other arrangement connected therewith shall be null and void unless the parties expressly exclude the applicability of this clause.

Repertory No. 594/2006

I, the undersigned Bożena Pudlik, Legal and Court Translator at the County Court of Gdansk,

DO HEREBY CERTIFY that the foregoing is a correct translation of the genuine instrument as produced to me in Polish.

IN WITNESS WHEREOF I have hereunto set my Hand and affixed my Seal of Office this September 12, 2007. Gdynia, ul. Starowiejska 26/1a.