

**SPECIAL CONDITIONS OF THE COMPANY'S TRANSPORT AGREEMENTS
IN CELSA 'HUTA OSTROWIEC' SP. Z O.O.**

The provisions of the General Conditions of Transport Agreements ("**GCTA**") shall apply to all matters not regulated in these Special Conditions of Transport Agreement ("**SCTA**"), in particular with regard to the definition of capitalized terms.

§1

[Definitions]

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

- 1) **Loading operations** – all activities aiming at placing the transported Goods inside the substituted means of transport, taking into account their proper placement and protection inside the means of transport, the unloading of the Goods after the transport, as well as tidying up the means of transport in the event of its contamination as a result of the above activities;
- 2) **Incoterms 2020** – International Commercial Terms; a set of international rules setting out the terms of purchase and delivery, published by the International Chamber of Commerce in its 2020 version;
- 3) **CMR Convention** - Convention on the Agreement for the International Transport of Goods by Road (CMR) and Protocol of Signature, drawn up at Geneva on 19 May 1956 (Journal of Laws 1962, No. 49, item 238, rectified by Journal of Laws 1995, No. 69, item 352);
- 4) **Waybill** – transport document issued by the Steelworks, which, after confirmation by the Contractor, constitutes proof of, in particular, acceptance of the Goods specified therein for carriage, performance of carriage and receipt of the Goods in question; it may also be an electronic transmission or a computer printout; in the case of international carriage, the Waybill shall comply with the CMR Convention;
- 5) **Road Traffic Law** – Act of 20 June 1997. - Traffic Law (i.e. Journal of Laws 2018, item 1990, as amended) ;
- 6) **Transport Law** – Act of 15 November 1984 Transport Law (Journal of Laws 1984 no. 53 item 272 as amended),
- 7) **Authorization** – authorization for the passage of an abnormal vehicle, as referred to in Article 64 et seq. Road Traffic Law,
- 8) **SENT** - Act on the monitoring system for road and rail transport of goods and trade in heating fuels of 9 March 2017. (Journal of Laws of 2021, item 1857

§2

[Scope of application of GCTA]

1. In the case of Agreements concerning domestic transport, the provisions of the Transport Law shall apply to matters not regulated by these regulations of Transport Law.
2. In case of Agreements for international transports to which the CMR Convention applies, these SCTA shall apply to the extent that they do not breach the provision of the CMR Convention.
3. In the case of Contracts executed under Incoterms 2020, this PSC shall apply to issues not regulated by the Incoterms 2020 formula applicable to the Agreement in question.
4. For the performance of oversize transports that will require Permits, this GCTA shall apply to the extent not regulated in the Agreement .

§3

[Commencement of performance of the Agreement. Provision]

1. The provisions of the PSC shall apply both to Agreements in which the Steelworks is the consignee of the transported Goods and to Agreements in which the Steelworks is the sender, while the consignee is a third party indicated in the Waybill.
2. The Contractor declares that he meets all legal requirements, including the Transport Law and the Traffic Law, for providing transport services, and that he is familiar with the obligations and procedures arising from SENT, including in particular submitting notifications to registers, updating data, providing geolocation information.
3. The Contractor undertakes to provide transport services for the Steelworks according to highest diligence required for entities professionally engaged in providing such services and in accordance with the Transport Law.
4. Kontrahent zobowiązuje się dostarczyć Towar na miejsce i w terminie wskazanym w Umowie lub Liście Przewozowym.
5. The Contractor is obligated to provide a vehicle suitable for transport for Contractual Goods, which comply with the terms of the Agreement and GSTA.

§4

[Oversized transports]

1. The Contractor shall be obliged to possess or obtain Authorization for an abnormal vehicle of the appropriate category, enabling the transport of the Goods and proper execution of the Agreement. The costs of obtaining the Authorisation shall be borne by the Contractor.

2. The Contractor shall immediately upon receipt of the Order inform the Steelworks that the transport covered by this Order will require an Authorisation and confirm whether the relevant Authorisation in the possession, whether it will have to be obtained and what the possible timeframe for obtaining it is.
3. The Contractor shall provide the Company with a copy of the Authorisation (certified by the Contractor as a true copy of the original) together with a statement that the Authorisation is sufficient for the performance of the carriage of the given Goods. The Contractor is obliged to submit the above documents to the Steelworks together with the Order confirmation or with the signed Order, and if the Authorisation has yet to be obtained - immediately after obtaining it.
4. The Contractor shall be solely responsible for any loss or damage to the Steelworks and for any loss to Goods caused by resulting from the lack of relevant Authorisation lub or performance or the Agreement in a manner inconsistent with the Authorisation.

§5

[Time limit for fulfilment]

1. The deadline for performance shall be determined by the Agreement or the Consignment Note. The time limit shall be deemed to have been met if, at the latest on the agreed date of expiry of the time limit, the Contractor reports to the Steelworks or another consignee and declares the possibility of releasing the consignment.
2. If there is no fault on the part of the Contractor, the delivery period shall be extended by the period of detention due to:
 - 1) verification by the Contractor of the conformity of the declarations made by the Steelworks in the Delivery Note with the actual state of the transported Goods, insofar as the verification has revealed a discrepancy
 - 2) verification by the Contractor of the conformity of the condition of the transported Goods with the regulations on carriage under special conditions, insofar as the result of the verification was non-conformity;
 - 3) performance by the Counteractor of activities provided for in specific provisions;
 - 4) amendment of the agreement of carriage in accordance with § 15 below;
 - 5) the need to correct the loading or handling of the Goods;
 - 6) obstacles to transport caused by Force Majeure;
 - 7) other cases when the consignment is stopped for reasons not attributable to the Contractor.

§6

[Waybill]

1. In the event that the Steelworks is the sender of the consignment, it shall submit to the Contractor a Waybill, in which it shall include the contact details of the Steelworks Representative (including his/her telephone number), specify the consignee of the Goods being transported and his/her contact details, the destination of the Goods, the designation of the Goods being transported, instructions as to how to proceed in the event of an impediment to transport resulting in the impossibility of performance of the Agreement or an impediment resulting in the impossibility of delivering the consignment at the destination, as well as other necessary information.
2. In the event that the Steelworks is the sender of the consignment, it shall also provide the Contractor with information that the order relates to goods covered by the road monitoring system pursuant to SENT and implementing regulations issued on this basis.
3. The Contractor is obliged to check the conformity of the transported Goods with the content of the Waybill. The result of the check shall be included in the Waybill or in a protocol attached to it.
4. The Steelworks shall also attach to the Waybill the documents required by special regulations or by these GCTA.
5. The Counterparty shall be obliged to issue a copy of the Waybill in favour of the Steelworks.
6. After the transported goods have been delivered at their destination, the consignment note shall be handed over to the consignee .

§7

[Preparation of shipment]

The Steelworks shall be obliged to prepare and release the Goods to the Contractor in a condition allowing for their proper transport and release without any loss, damage or deterioration, in particular it shall ensure proper packaging of the Goods being the subject matter of the consignment and provide the Contractor with a Waybill.

§8

[Securing shipment]

The Contractor shall be obliged to secure the transported Goods, in particular in a manner preventing their displacement and damage during transport. The Contractor shall furthermore undertake to protect the consignment against unfavorable influence of atmospheric conditions, in particular against getting wet or the possibility of corrosion.

§9

[Loading operations]

1. In the absence of any agreement to the contrary, the Cargo Operations shall be the responsibility of Smelter or the third party from whom the Contractor collects the Goods for delivery to the Steelworks. .
2. The Contractor is obliged to provide means of transport for loading on the date specified by the Steelworks (including - at the time specified by the Steelworks).
3. The means of transport must be suitable for loading with magnetic cranes from above and all trailers must have tarpaulins. The Steelworks shall be entitled to refuse to load means of transport which will not meet the above requirements. In such a situation, the Agreement shall be deemed not to have been executed through the fault of the Contractor..
4. The Contractor is obliged to participate in the loading operations and to pay attention to any possible irregularities during the loading operations in order to avoid irregularities and the possibility of damage.
5. The Contractor shall be obliged to check the correctness of loading and, if necessary, to secure the Goods in the manner specified in § 8 above. The Contractor shall be solely responsible for proper loading and securing of the Goods in a manner ensuring their transport in compliance with the binding regulations (including road traffic regulations) and preventing their displacement, destruction or damage during transport.

§10

[Safety]

Drivers on the premises of the Steelworks must be equipped with and must use personal protective equipment such as: helmet, reflective waistcoat, safety glasses, safety shoes, safety gloves. It is the Contractor's responsibility to provide adequate personal protective equipment.

§11

[Acceptance of the shipment for transportation]

Failure to raise any objections by the Contractor when accepting the Goods for carriage shall be deemed confirmation that the condition of the Goods at the time of their release for transport was satisfactory.

§12

[Obstacles to transportation]

1. The Steelworks may each time include in the content of the Contract or the Waybill instructions as to how to proceed in the event of obstacles to the carriage or delivery of the consignment. In the absence of instructions from the Steelworks as to the course of action in the circumstances indicated above, the Contractor shall request the Steelworks Representative to provide the relevant instructions by contacting the telephone number indicated in the Waybill.
2. Directions given by the Steelworks as to the manner of proceeding in connection with the occurrence of obstacles in the carriage or release of the transported Goods shall be communicated by telephone, then confirmed by fax or e-mail, respectively, to the number or address of the Contractor's Representative. Such instructions shall be binding for the Contracting Party unless they are illegal, of which the Contractor shall immediately inform the Steelworks.
3. The Contractor shall be held fully liable for actions taken without consulting the Steelworks unless the inability to contact the Steelworks was due to Force Majeure.

§13

[Contractor's liability insurance]

1. The Contractor shall be obliged to hold a valid third party insurance (respectively: carrier's third party liability or forwarder's third party liability) with a reputable insurance company operating in Poland, covering in particular the liability for damages resulting from loss, damage or destruction of the transported Goods, which occurred in the period between acceptance of the Goods and their release, as well as for delay in transport. The insurance is to cover damage occurring during the insurance period, and its sum may not be lower than PLN 100,000 or any other sum indicated in the Order.
2. The Contractor shall provide the Steelworks with a copy of the policy documenting the conclusion of the insurance agreement prior to the conclusion of the Agreement. The Contractor shall maintain the continuity of the insurance coverage at an unchanged level and provide the Steelworks with copies of subsequent insurance policies immediately after the conclusion of the respective insurance agreements, each time before the expiry of the previous policy.

§14

[Customs clearance]

1. When concluding the Contract, the Steelworks shall appoint the Contractor as its representative in order to perform customs clearance, customs declaration of transported Goods or to fulfil the obligations stipulated by the law related to the intra-Community supply / export / import of Goods on behalf of the Steelworks. In the event that any customs authorities require the provision of additional documents to confirm the import/export declaration or the customs status of the consignment, the Steelworks shall provide the indicated documents at its own expense

2. All customs duties, penalties and charges related to the performance of the obligations referred to in subsection 1 above shall be borne by the Steelworks. The Contractor shall make every effort to ensure that the customs formalities related to the clearance of the shipment are completed as soon as possible and shall immediately notify the Steelworks of any deficiencies or defects in the documents received by the Contractor which are necessary to perform the activities referred to in sub-paragraph 1 above, so that the correct documentation can be provided prior to their performance.

§15

[Amendment to the Agreement]

1. The Steelworks shall be entitled to withdraw from or amend the Contract by demanding, in Writing, that the Contractor return the Goods in transit to the Contractor at the place of shipment, deliver the Goods to a place other than that indicated in the Contract or the Waybill, deliver the Goods to a person other than the Steelworks or to a consignee other than the consignee indicated in the Waybill.
2. Unless otherwise specified in the Waybill issued by the Steelworks, the third party consignee shall also be entitled to demand that the Contractor deliver the transported Goods at a different place than indicated in the Waybill or deliver it to another person. The relevant information shall be given to the Contractor in writing.
3. The charges and costs incurred in connection with the changes referred to in paragraphs 1 and 2 above shall be borne by Smelter. The date of delivery of the Goods in transit may be extended by a period of time to be agreed by the Parties, appropriate to the changes introduced in the above manner.

§16

[Subcontractors]

In the event that the Goods are handed over to a sub-carrier for carriage, the Contractor shall be liable for the acts and omissions of such sub-carrier as for his own acts and omissions, in accordance with article 789 § 1 of the Civil Code.

§17

[Shipment management]

1. Both the Steelworks and the consignee may dispose of the Goods in transit by presenting a copy of the Waybill or a copy thereof and making a declaration in Writing.
2. The Steelworks shall retain the ability to dispose of the Goods in transit until such time as the
 - 1) the consignee has made the amendment to the Agreement referred to in §15 above,
 - 2) the consignee has accepted the Waybill,
 - 3) the consignee has taken over the transported Goods, whichever of these events occurs first.

§18

[Liability for other damage]

1. If, as a result of the non-performance or improper performance of the Agreement, damage to the consignment or damage of any other kind is caused, in particular resulting from the need for the Steelworks and/or its Contracting Parties to pay contractual penalties in connection with its non-performance or improper performance (in connection with the above circumstances) of contracts concluded with third parties, the Contracting Party shall be obliged to compensate for such damage in full. The aforementioned liability is based on the principles expressed in Articles 471 and 472 in connection with Article 473 of the Civil Code, i.e. the Contractor is liable for failure to exercise due professional care, and his liability covers both actual losses and lost profits. The application of Article 788 § 1 of the Civil Code and Articles 80 - 85 of the Transport Law is excluded.
2. The Contractor shall also be obliged to cover any fines, penalties and other charges imposed on the Steelworks and/or its Contractors for the lack of documentation or failure to report relevant data concerning the transported cargo or any other actions or omissions which may result in financial liability of the Steelworks and/or its Contractors. The Contractor shall be obliged to cover all costs related to irregularities in the transported cargo or the documentation related to it.
3. If the Contract covers more than one transport service, in the event of non-performance or improper performance of transport by the Contractor in a given calendar month of such Contract, the Steelworks shall be entitled to withhold the payments due to the Contractor and to deduct from them the damages incurred by it and/or its Contracting Parties as a result of non-performance or improper performance of transport.

§19

[Reception of shipment]

1. In the event of determining the differences in weight of the Goods, the Contractor is obliged to undertake the actions described in the instructions attached to the given order / Waybill.
2. The acceptance by the Steelworks (or a third party named in the Waybill as consignee) of the Goods in transit without reservation shall extinguish any claim for loss, damage or loss unless:

- 1) the damage was ascertained by means of a protocol, at the latest upon acceptance of the consignment ,
- 2) such determination has been omitted through the fault of the Contractor,
- 3) the loss or damage is the result of the Contractor's wilful misconduct or gross negligence,
- 4) damage that is not outwardly noticeable is discovered by the consignee or the smelter after acceptance of the consignment.

§20

[Documents confirming reception]

The Contractor shall provide Smelter with documents confirming receipt of the Goods by the consignee indicated in the Waybill immediately after delivery of the Goods and, on the day of delivery, send an e-mail to the Steelworker's Representative to confirm delivery of the consignment to the place of destination.

§21

[Certificate]

The Contractor shall provide the Company, not later than together with the invoice, with a current certificate of a competent head of the tax office confirming that the Contractor is not in arrears with tax payments or a certificate that the Contractor has obtained an exemption provided for by the law, a deferral or a spread into instalments of overdue payments or a stay of execution of the decision of a competent authority, issued not earlier than 2 months before the date of the invoice issuance. The Steelworks shall be entitled to withhold payments to the Contractor until the certificate referred to in the preceding sentence is presented. In such a case, the Contractor shall not be entitled to claim interest, penalties or compensation in any other form for the period during which the payment was withheld.

§22

[Alcohol and prohibited substances]

1. The Contractor, represents that it accepts that the entry and presence of any person acting on behalf of the Contractor, in particular the driver, on the premises of the Steelworks in a state of drunkenness, in a state of intoxication or under the influence of drugs, psychotropic substances and/or any similarly acting agents is forbidden.
2. In order to verify whether a person acting on behalf of the Contractor is in breach of the rules referred to in subsection 1, such person shall, before entering the premises of the Steelworks, be subjected to a test for the presence of alcohol, narcotic drugs, psychotropic substances and/or any similarly acting agents.
3. The examination referred to in paragraph (2) may include, at the discretion of the Steelworks, examination of exhaled air, saliva, blood or urine. A report shall be drawn up immediately of the activities referred to above.
4. In the event it is found that a person acting on behalf of the Contractor breaches the rules referred to in subsection 1 or refuses to undergo the examination referred to in subsection 2, the Steelworks shall be entitled to refuse such person entry onto the premises of the Steelworks. The costs of the examination resulting in the confirmation of being in the condition referred to in subsection 1 shall be borne by the Contracting Party.
5. In the case referred to in sub-paragraph (4), the Customer shall be liable for the non-performance of the Agreement or any part thereof, delays in its performance and for all events and consequences resulting therefrom, in particular contractual penalties imposed on the Steelworks or claims arising against the Steelworks.