

THIRD PARTY LIABILITY INSURANCE OF ROAD CARRIER IN DOMESTIC AND INTERNATIONAL TRANSPORT AND OF FORWARDER CONTRACT No.: 912700723518 / 912700723519 / 912700723520

10/85 Renewal Number of previous contract: 912700587088 10/84 Renewal Number of previous contract: 912700587089 13/02 Renewal Number of previous contract: 912700587091

CONTRACTUAL PARTIES

Insurer:	TOWARZYSTWO UBEZPIECZEŃ I REASEKURACJI WARTA S.A.	with its registered office in Warsaw at rondo Daszyńskiego 1, the Company is registered with the District Court for the Capital City of Warsaw, 13" Commercial Division of the National Court Register under KRS No.: 0000016432. Share capital: PLN 187,938,580.00, of which paid-in capital of PLN 187,938,580.00; NIP (Tax Id): 521-04-20-047	
Insuring Party:	TVM TRANSPORT & LOGISTICS SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ	43-215 STUDZIENICE, ul. JASKÓLEK 20f REGON (Statistical No.): 384257402; NIP (Tax Id): 6381838877	
Policyholder (Insured):	TVM TRANSPORT SP. Z O.O.	43-215 STUDZIENICE, ul. JASKÓŁEK 20F	
		REGON (Statistical No.): 363189358; NIP (Tax Id): 6462940108	
Policyholder (Insured):	KOBI TRANSPORT SPÓŁKA Z OGRANICZONĄ	43-100 TYCHY, ul. BROWAROWA 21	
	ODPOWIEDZIALNOŚCIĄ	REGON (Statistical No.): 388227912; NIP (Tax Id): 6462987469	
Policyholder (Insured):	TVM TRANSPORT & LOGISTICS SPÓŁKA Z	43-215 STUDZIENICE, ul. JASKÓŁEK 20f	
	OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ	REGON (Statistical No.): 384257402; NIP (Tax Id): 6381838877	
Intermediary:	IMPERIAL NDF SPÓŁKA Z OGRANICZONĄ		
	ODPOWIEDZIALNOŚCIĄ		
Period of insurance:	from 2022-10-03 to 2023-10-02		
Basis for the conclusion of the insurance contract	General Terms and Conditions of the Transport Operator's	s Third Party Liability Insurance valid from 1 March 2016.	

OBJECT AND SCOPE OF CARRIER'S THIRD PARTY LIABILITY INSURANCE

- 1. TUIR WARTA provides the insurance cover with respect of the Insuring Party's third party liability for the transport of shipments:
 - 1) in accordance with applicable legal regulations regarding the performance of domestic/international road transport,
 - 2) based on:
 - a) a consignment note or if no consignment note has been issued on the basis of other transport document in which the details of the Insuring Party are included: name (surname) and address, as well as other data indicated in Article 2.4 of the General Terms and Conditions of the Transport Operator's Third Party Liability Insurance (national carriage).
 - a CMR consignment note, where the details of the Insuring Party are included: name (surname) and address (international carriage).
 - The subject of insurance is the Insuring Party's liability incurred under the Transport Act (national carriage)/the Convention on the Contract for the International Carriage of Goods by Road (hereinafter CMR Convention) (international carriage) for:
 - material losses which occurred in the time between accepting the shipment for carriage and its release,
 - 2) financial losses caused as a result of a delay in delivery including due to untimely provision of a vehicle for loading up to the amount of:
 - a) double the amount of carriage charges, pursuant to Article 83 of the Transport Act (national carriage)
 - the carriage charges, in accordance with Article 23.5 of the CMR Convention (international transport)

Sub-contractors

The Insuring Party shall be granted the insurance cover in the following situations:

- the Insuring Party carries the transport on its own as a contractual carrier under a carriage contract concluded by it.
- . the Insuring Party outsources the carriage to a subcontractor under a carriage contract concluded by it
- the Insuring Party performs physical carriage on the basis of an order granted by another carrier, acting as a subcontractor



Robbery

The insurance shall cover the Insuring Party's third party liability for material losses resulting from robbery (violent robbery) in accordance with Clause No. 1.

Loading/unloading

The insurance shall cover the Insuring Party's third party liability for any losses to the shipment made during loading/unloading/fixing/placing the parcels on the means of transport if the Insuring Party is obliged to perform those activities in the concluded carriage contract/carriage order or such obligation results from the specific features of the load.

Container

The insurance shall cover the Insuring Party's third party liability for material losses suffered due to the loss or damage of container pursuant to Clause 2.

Coverage of customs duty and other costs The insurance shall cover the Insuring Party's third party liability pursuant to Article 82 of Transport Act/Article 23.4 of the CMR Convention in respect of covering customs duty and other costs related to the carriage of shipment, if they are incurred by the consignor or the consignee of the goods in connection with a loss or partial loss of, or damage to the goods – within the limits of the sum insured.

Declaration of value and amount of a special interest The insurance cover beyond the limits set out below may be extended by third party liability of the Insuring Party with respect to declaring the shipment value in the consignment note in accordance with Article 24 of the CMR Convention or the amount of special interest in the delivery of shipment in accordance with Article 26 of the CMR Convention – subject to prior notification and for payment of an additional premium.

Special conditions for parking the vehicle with cargo and handling sensitive cargo

- TUIR WARTA extends its insurance cover to the Insuring Party's liability for losses to cargo occurred during parking (stopping, waiting) of the means of transport with the cargo:
 - 1) in a guarded parking lot/area permanently fenced, closed, guarded and lit
 - in the following places located on travel routes:
 - a) parking lots for trucks, located directly on the motorway/expressway
 - b) parking lots adjusted to trucks, located near hotels or motels
 - c) 24-hour petrol station
 - 3) at the customs office, border crossings, ferry terminals
 - 4) in places indicated by the police/other authorised services
 - 5) in parking lots intended for trucks, designated by consignees and consignors
- 2. TUIR WARTA provides insurance cover in respect of the Insuring Party's third party liability for the carriage of the sensitive cargoes listed in the insurance application / insurance contract, i.e. cars, electronic equipment (including RTV, household appliances), alcohol (excluding beer) and tobacco products, subject to the fulfilment of the following specific requirements:
 - 1) drivers are equipped with at least one well-functioning communication means, e.g. a mobile phone
 - the carriage is performed on international and national roads (marked with one, two or three digits), except for access roads to the cargo destination,
 - during carriage it is permitted to stay maximum 60 minutes at petrol stations opened round the clock and at parking lots for trucks located immediately by motorways/express roads as long as the driver does not leave the site of the petrol station parking lot
 - 4) in the case of transport in Poland and outside Poland in countries other than listed below, a stay of the vehicle in excess of 60 minutes is permitted at guarded parking lots/fenced in sites, closed, supervised and lighted – or if the driver does not leave the vehicle – at petrol stations opened round the clock
 - 5) with reference of transport in the following countries: Germany, the Netherlands, Belgium, Luxembourg, Denmark, Sweden, Finland, Norway, Austria, Switzerland, France, Spain, Portugal, Ireland, a stay of the vehicle of over 60 minutes is permitted at sites listed in clause 1.1) – 5)

The provisions hereof do not apply, if such cargo is excluded from the insurance cover.



- The provisions concerning parking (stopping, waiting) shall not apply to situations where parking results from at least one of the following circumstances:
 - 1) a traffic accident which the vehicle has suffered
 - 2) provision of help to road accident victims
 - 3) operational failure of the vehicle
 - 4) a sudden illness of the driver, preventing further travel
 - 5) sudden deterioration of weather conditions, making it impossible to continue the carriage
 - 6) performing activities related to the delivery/collection of the shipment
 - arranging formalities related to the carriage of shipment at the border, customs office, ferry terminals
 - 8) carrying out orders of the police or other authorised services

whereas the burden of proof of the aforementioned emergency stopping shall rest with the Insuring Party.

4. When leaving the vehicle, the driver shall be obliged to: take the transport documents from the vehicle, lock the vehicle, and turn on the anti-theft devices installed in the vehicle.

special conditions for the carriage of perishable goods/transported at controlled temperatures Carriage documentation

Special conditions for With regard to the carriage of perishable goods/transported at controlled temperatures, TUIR WARTA SA shall provide the insurance cover provided that the means of transport is equipped with a thermograph. The above does not apply if the above-mentioned shipments are excluded from insurance.

- In a situation where, for reasons beyond the Insuring Party's control, it is not possible to include the Insuring Party's details in the document, which is basis for carriage (transport document applicable to a certain type of transport), it is assumed that the following is sufficient to document such a carriage:
 - placing the signature of the Insuring Party's driver on the transport document and the registration number of the vehicle used for the carriage, as well as
 - 2) written order given to the Insuring Party as a subcontractor in the said transport
- With regard to the carriage performed by the subcontractors of the Insuring Party based on transport documents issued to those subcontractors – it is allowed to document the carriage by:
 - transport orders accepted by the Insuring Party (carriage contract),
 - transport orders issued by the Insuring Party to a subcontractor,
 - transport document issued for a specific carriage operation containing, among other things, the contractor's data

Vehicle without valid technical tests

Pursuant to the provisions of the General Terms and Conditions of Insurance of the Transport Operator's Third Party Liability Insurance, TUIR WARTA shall not raise any claims due to the lack of valid technical inspections of the vehicle in a situation where the technical condition of the vehicle has not been the cause of loss.

Use of a vehicle operated by an unauthorised person Pursuant to the provisions of the General Terms and Conditions of Insurance of the Transport Operator's Third Party Liability Insurance, TUIR WARTA shall not raise any claims due to operating the vehicle by a person without: a valid driving license/certificate of qualifications/other permits in a situation where the use of the vehicle operated by such a person has not been the cause of loss.

losses caused by third Pursuant to the provisions of the General Terms and Conditions of the Transport Operator's Third Party parties illegally staying Liability Insurance, any losses caused by third parties who illegally entered the cargo space of the vehicle in the vehicle's cargo shall not be excluded from the scope of insurance cover.



EXTENSION OF THE INSURANCE COVER - CARRIER'S THIRD PARTY LIABILITY

Release to an unauthorized person	each event during the insurance period		
Loss/improper use of documents			
Non-performance or improper performance of an order to amend the carriage contract	The insurance shall cover the Insuring Party's third party liability for any losses resulting from non-performance or improper performance of an order to amend the contract (Article 70 of the Transport Act/Article 12 of CMR) – with a liability limit of PLN 100,000 for one and all events during the insurance period.		
Unreasonable selection of third parties	The insurance shall cover the Insuring Party's third party liability for unreasonable selection of third parties pursuant to Article 16.2 of CMR – within the carrier's liability but not more than the upper limit specified in Article 23 and 25 of CMR.		
Accident caused by the fault of a third party	The insurance shall cover the Insuring Party's third party liability for any loss to the shipment resulting from an accident of the means of transport caused through a fault of a third party. Such an accident shall not be treated as a condition which releases the carrier from liability in accordance with Article 65.2 of the Transport Act/Article 17.2 of the CMR Convention. The liability limit in respect of the Third Party Liability Insurance of Road Carrier in international transport is PLN 400,000 for one and all events during the insurance period.		
Paramount clause	The insurance shall cover the Insuring Party's liability for any loss caused through lack of a declaration in the consignment note in accordance with Article 7.3 of CMR – with the reservation that TUIR WARTA is liable in accordance with CMR and General Terms and Conditions of the Transport Operator's Third Party Liability Insurance.		
Clause of a failure to collect the "cash on delivery" charge	The insurance shall cover the Insuring Party's liability for any loss resulting from delivery of the shipment without collection of the "cash on delivery" charge from the consignee (Art. 21 of the CMR) – with a limit of PLN 50,000 for one and all events during the insurance term.		
Pallets and other reusable packaging	The insurance shall cover the Insuring Party's third party liability for material losses consisting in the loss of or damage to a container, pallets, and other reusable packaging, in accordance with Clause No. 2, with a limit for pallets and other packages of PLN 100,000 for one and all events during the insurance term.		
Declaration of value	The Insurer shall, without the necessity of prior notification, cover the third party liability of the Insuring Party on account of the declaration of the value of the consignment by the consignor in the CMR consignment note and/or the framework contract of carriage binding the Insuring Party with the consignor in accordance with Article 24 of the CMR Convention, provided that this liability shall not exceed the actual value of the consignment. Limit of liability – EUR 100,000 for one and all events during the insurance term.		
Amount of a special interest	The insurer shall, without the need for prior notification, cover the liability incurred by the Insuring Party towards the person entitled under the contract of carriage pursuant to Article 26 of the CMR Convention by accepting a declaration of the amount of special interest in the delivery of the consignment in the event of loss or damage and also in the event of the agreed time of delivery being exceeded.		

OBJECT AND SCOPE OF FORWARDER'S THIRD PARTY LIABILITY INSURANCE

1. TUIR WARTA provides insurance cover in respect of third party liability of the Insuring Party, performing forwarding services on the territory of the Republic of Poland and abroad.

The limit of liability for claims made under Article 26 of the CMR Convention shall be EUR 50,000 for one and all events during the insurance period. This means that if a special interest in delivery has been declared, the person entitled under the contract of carriage may claim, in addition to the compensation provided for in articles 23, 24, 25 of the CMR Convention, compensation equal to the additional loss proven, up to the amount declared, but not exceeding the limit set



- The subject of the insurance is the third party liability of the Insuring Party for material loss and financial loss arising from nonperformance or improper performance of forwarding services under the concluded forwarding contract (liability for carriers and further forwarders under Article 799 of the Civil Code).
- The liability of TUIR WARTA for financial loss mentioned in section 2 shall be limited to 5% of the sum insured determined in the insurance contract.

Forwarding services covered by the insurance cover

- · development of forwarding instructions,
- conclusion of carriage contracts and preparation of documents related to cargo carriage,
- · loading and unloading of cargo,
- quantity and weight control of cargo.
- · marking of cargo,
- · packaging, re-packaging of goods,
- reporting cargo for insurance,
- · reporting cargo for customs clearance,
- storage of cargo (excepting bonded warehouses or customs warehouses) in compliance with the
 regulations, standards and customs applicable to the specific goods before carriage is started, during
 carriage and after carriage for a period not longer than 30 days for each type of storage.
- · completion of cargo,
- packaging of goods,
- · distribution of goods,

Logistics services covered with insurance (made under the forwarding contract)

OTHER PROVISIONS

Type of shipments eligible for carriage / forwarding Various - as specified in the orders - including those marked below (X) that comprise sensitive / specific cargo:

- X Tobacco products
- X Alcohol products
- X Electronic Equipment:
- X Household appliances
 - Motor vehicles
- X Hazardous materials

Perishable goods/goods transported at controlled temperatures

except for the cargoes listed below

Cargoes excluded from insurance:

Sensitive/special cargo not marked above and cargo excluded in accordance with the General Terms and Conditions of the Transport Operator's Third Party Liability Insurance, i.e. .: monetary values, securities, works of art, collector's collections of all kinds, archival collections, documents, plans, designs, prototypes, postal consignments, courier consignments, property from resettlement

Territorial coverage:

Third Party Liability Insurance of Road Carrier in domestic transport Republic of Poland
Third Party Liability Insurance of Road Carrier in international transport: Europe including former CIS countries (Russia, Belarus, Ukraine, Georgia, Armenia, Azerbaijan, Moldova, Kazakhstan, Uzbekistan, Turkmenistan, Tajikistan, and Kyrgyzstan)
Forwarder's Civil Liability World

Sum insured for each event:

EUR 500,000



Franchise deductibles in each loss USD 300 for goods other than specified below

USD 400 in each carried vehicle (if vehicles are covered under this contract)

5% of loss amount, no less than USD 500 for perishable goods/goods carried in controlled temperature (if such cargo is covered under this contract)

Supplementary costs:

Within the sum insured set forth in the insurance contract, TUiR WARTA shall also cover the following

- costs of fees for experts appointed by TUiR WARTA or with the consent of TUiR WARTA in order to determine the circumstances of the event and size of loss.
- justified and documented costs incurred by the Insuring Party in order to prevent the occurrence of loss or to reduce its size – including the costs of lifting and pulling out the means of transport which has suffered an accident, if it is necessary and justified to rescue the transported goods.
- costs related to the necessity of transshipping goods or their storing and other justified costs related to the loss caused and – within the sub-limit of PLN 100,000 for one and all events during the insurance period – costs of:
 - a) cleaning up a unusable cargo
 - b) disposal of useless cargo carried out in connection with applicable regulations or authorities' order
 - c) segregating the damaged cargo
- 4) costs of legal representation in civil proceedings initiated against the Insuring Party, conducted in accordance with the recommendations of TUiR WARTA. If criminal proceedings are instituted against the Insuring Party as the perpetrator of the loss, TUiR WARTA shall pay the costs of legal representation, provided that TUIR WARTA has agreed to cover such costs.

MISCELLANEOUS CLAUSES

Gross negligence

The cover shall include civil liability of the Insuring Party for losses caused by gross negligence of the Insuring Party's employees and persons who act on his instructions, on his behalf or for his benefit, including losses caused by persons under the influence of alcohol and/or intoxicating substances Limit of liability EUR 100,000 for one and all events during the insurance period, not more than PLN 100,000 for one and all events during the insurance period with regard to the forwarder's liability insurance.

Exclusion of recourse

Without prejudice to the remaining provisions of the Insurance Contract, not modified by this clause, including those set out in the application and general (specific) insurance terms and condition, the Parties agree that the following recourse claims shall not be transferred to TUIR WARTA SA:

- natural persons employed by the Policyholder on the basis of an employment contract, contract of mandate, contract for specific work or any other civil law contract;
- natural persons performing business operations solely for the Policyholder (self-employment);
- 3) subcontractors carrying out transport exclusively with the Policyholder's vehicles

The exclusion of the recourse right shall not apply to a situation when the loss has been caused wilfully by the perpetrator.

Additional provision in the case of two Policyholders

All provisions and obligations relating to the Insuring Party shall also apply to the Insured, provided that the obligation to pay the premium shall rest solely with the Insuring Party.

ADR

The insurance covers the liability of the Insuring Party for losses to dangerous goods carried under the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) and other pieces of legislation concerning the transport of dangerous goods, with the exception of materials classified under ADR as class VII

Good insurance record clause:

- TUIR WARTA shall waive the collection of supplementary premium if all of the following conditions are complied with:
- if in the annual insurance period, the loss ratio understood as the ratio of disbursed damages increased by established reserves, does not exceed 50%
- 2) revenues generated during the insurance period will not exceed the planned value by more than 10%
- 3) the insurance will be continued with TUIR WARTA in the next insurance period
- 2. When the revenues generated during the insurance period exceeds planned revenues by more than 10% while the requirements in items 1) and 3) are complied with, the additional premium will be calculated solely on the surplus generated revenues in excess of the planned value.



Loading/unloadi na

The following loading/unloading clause is introduced:

The insurance covers the civil liability of the insurer for losses to the consignment occurring during loading/unloading/fastening/positioning of the consignment on the means of transport, provided that the insurer is obliged to perform these activities in the concluded contract of carriage/carriage order or the insurer performs these activities upon an oral order of the consignor/consignee. It is a condition of the insurance cover that the driver has the skills and appropriate authority to carry out these activities. If the above-mentioned operations are carried out by the Insuring Party on the oral instructions of the shipper/consignee, in the event of loss during the above-mentioned operations, the loss report drawn up with the shipper/consignee's representative should expressly state that the operations were carried out by the Insuring Party on the oral instructions of the shipper/consignee.

Additional provisions for the freight forwarder's liability Supplementary provisions:

Point 3 of Section SUBJECT AND SCOPE OF INSURANCE - SPEDITOR'S LIABILITY shall be changed to TUIR WARTA's liability for financial losses mentioned in Section 2 shall be limited to 10% of the sum insured as specified in the insurance agreement.

The income declared and accepted for the calculation of the premium relates to TVM Transport & Logistics, as the main transport contractor. The companies TVM TRANSPORT and KOBI TRANSPORT do not generate separate revenue from transport services. They provide services exclusively to TVM Transport & Logistics. On this basis, the revenue of TVM Transport and Kobi Transport is not accepted in the premium calculation, nor will it be accepted in the settlement of the policy."

RATE AND PREMIUM

Planned revenues from the performance of transport / forwarding services (net of VAT):

Third Party Liability Insurance of Road Carrier in domestic transport: Third Party Liability Insurance of Road Carrier in international transport: Forwarder's Third Party Liability

Rate: Premium:

An advance premium shall be calculated on the basis of the declared amount of revenues, planned during the insurance contract, and shall amount to:

The advance premium shall be accounted for within 20 days after the completed insurance period on the basis of information provided to TUIR "WARTA" S.A. on the actual value of revenues generated over the insurance period. When the amount of revenues generated over the insurance period is higher than the amount applied to calculate the advance premium, the Insuring Party shall pay additional premium. Otherwise, the advance premium shall be the premium due from the Insuring Party.

Premium payment: 1. The premium shall be paid by bank transfer, in two instalments

7	instalment	amount	payment date by	
	1		2022-10-13	
	2		2023-03-26	

Please transfer the above amounts to the account of TUiR "WARTA" S.A. no: 68 1140 1010 0000 5437 9100 1369 / mBank S.A., ul. Senatorska 18, 00-950 Warszawa

FINAL PROVISIONS

The Contract has been drawn up in identical counterparts for both Parties to the Contract – the Insuring Party and the Insurer.



2. Any claims, grievances, including complaints, may be filed by the Insuring Party, the Policyholder, or the Beneficiary under the insurance contract to TUIR "WARTA" S.A. in writing to the following address: P.O. Box 1020, 00-950 Warszawa, and also electronically using the form at www.warta.pl/reklamacje, by telephone at 502 308 308 and at each unit of TUIR "WARTA" S.A. in writing delivered personally or verbally for the record. TUIR "WARTA" S.A. shall review such complaints, grievances, or appeals within 30 days of receipt and shall provide a written response by letter or electronically as requested by the person making such complaint, grievance, or appeal. Complaints or grievances shall be reviewed by an organisational unit appointed by the Management Board of TUIR "WARTA" S.A. Detailed information on submission and review of complaints, grievances, or appeals is available on the web site of www.warta.pl. TUIR "WARTA" S.A. is supervised by the Polish Financial Supervision Authority.

INFORMATION ON DATA PROCESSING AND DECLARATIONS

Warta takes care of your personal data, it processes such data in line with applicable regulations and in a diligent fashion. Information on the rules for personal data processing by Warta and the rights vested in it, as well as other information of the Personal Data Controller are attached to the General Terms and Conditions of Insurance (GTC). It is also available at www.warta.pl.

I hereby represent that I have read the information on personal data processing by Warta and I undertake to provide it to the Policyholder and other persons whose data are indicated in this policy.

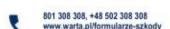
I hereby represent that before concluding this insurance contract, I have received and reviewed the General Terms and Conditions of Insurance (GTC) /Terms and Conditions of Insurance and the applicable Document containing information on the insurance product (IPID Card), effective on the date hereof.

I hereby represent that upon request of the distributor of insurance, I have provided information about the needs and requirements of the insurance cover applied for, I am aware that the information I have provided has had an impact on the proposal of insurance products.



Place, date





loss report

Signature and stamp of the Insuring Party