GENERAL TERMS AND CONDITIONS OF COOPERATION OF TRANSPORT SERVICE PROVIDERS WITH WALSTEAD KRAKÓW SP. Z O.O. DATED 30/10/2026

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I. Definitions

1. The following terms shall have their respective meanings specified below:

   a) "service provider" shall mean a carrier, freight forwarder, or any other entity that conducts economic activity within the scope of providing transport services;
   b) "driver" shall mean the person responsible for the direct transportation of the goods/cargo, including the person driving the vehicle used for transporting the goods/cargo;
   c) "goods" or "cargo" shall mean any type of thing that is to be the subject of transportation services;
   d) "Walstead" shall mean the company under the business name of Walstead Kraków Sp. z o.o., with its registered office in Kraków, ul. Igołomska 25, 31-983 Kraków, whose registration files are maintained by the District Court for Kraków-Śródmieście in Kraków, 11th Commercial Division of the National Court Register, which is entered into the Register of Entrepreneurs of the National Court Register under the KRS number: 0000046086, share capital of PLN 100,807,658.00, NIP (Tax Identification Number): 6760101661, VAT EU: PL6760101661, waste registry number (BDO): 000028356;
   e) "GT&C" shall mean these General Terms and Conditions of Cooperation of Transport Service Providers with Walstead;
   f) "agreement" shall mean the transport service agreement entered into by and between Walstead and the service provider pursuant to the GT&C, including, in particular, with the use of a transport order;
   g) "transport service" shall mean domestic or international carriage of goods by road as well as other services specified in the agreement, performed on the basis of the GT&C;
   h) "Walstead Transport Coordination Team" shall mean an organisationally separate group of individuals being Walstead employees/associates, responsible for all matters relating to the transportation of goods;
   i) "transport order" shall mean a document confirming an order placed by Walstead with the service provider to perform a transport service on the terms and conditions set out in the GT&C.

II. Subject of the GT&C

2. In connection with the provided transport services the following document is adopted, which specifies the general terms and conditions of cooperation of transport service providers with Walstead. The GT&C shall apply to all agreements entered into by Walstead with service

providers. In the event of any conflict or discrepancy between the provisions of the GT&C and the content of the agreement, the provisions of the GT&C shall prevail, unless the content of the agreement is more favourable for Walstead (in which event the provisions of the agreement shall prevail).

3. The basic tool used for the cooperation between Walstead Transport Coordination Team and the service provider shall be a transport order, which shall contain complete information about the carriage and allow to seek satisfaction of claims in a proper and effective manner. Transport orders shall be placed/accepted in documentary form (including by e-mail). The transport order is an instrument for concluding agreements (the transport order is Walstead offer to conclude an agreement of the content resulting from the transport order). The GT&C shall apply to each transport order, even if the GT&C were not attached to the transport order or were not indicated in the content of the transport order.

III. Performance of Services

4. A transport order may only be accepted by the service provider without reservations. Failure to respond to a transport order within one (1) hour of its delivery to the service provider shall be understood as acceptance of the transport order by the service provider (conclusion of the agreement).
5. Any amendments/additions to the agreement, including the transport order, shall be made in documentary form, including by e-mail. Any change of the transport order made by Walstead after the receipt of the transport order by the service provider shall be treated as a new transport order, unless otherwise agreed by the parties in documentary form, including by e-mail, for its validity.
6. Acceptance of goods shall be based on a consignment note signed by Walstead and the service provider / driver performing the transport service.
7. The service provider shall collect the goods at the place of shipment and transport them to the destination indicated in the transport order and the consignment note.
8. Walstead shall indicate in the transport order the required delivery date.
9. Walstead warehouses are operated on a 24/7 basis. Walstead Transport Coordinator may set the service provider an exact loading time, at which the service provider shall be obliged to deliver the means of transport. Any delay in the arrival of the means transport as compared with the time set by Walstead Transport Coordinator shall result in the necessity to wait until the next available time slot.
10. During the loading and unloading operations the service providers / drivers shall be obliged to follow the safety guidelines given by Walstead employees and the health and safety rules adopted at the given location, subject to point 11 of the GT&C.
11. Subject to point 12 of the GT&Cs, the preferred type of transport is a tarpaulin semi-trailer - the arrival of a semi-trailer with an isothermal / refrigerated / tandem body shall only be possible after prior consultation with Walstead Transport Coordinator. The tarpaulin or bodywork shall be clean (inside and outside) in any event in order to safeguard the proper condition of the cargo, including in order to protect the cargo from contamination. Each vehicle shall be sealed.
12. The service provider / driver shall be liable to ensure that each means of transport used is suitable for transporting the given type of cargo, in particular that it is properly equipped (with appropriate protection, e.g. set of straps securing the cargo for each row of pallets, blocking beams, airbags, etc.); however, always depending on and taking into account, among other things, the type of the transported cargo, its characteristics, durability, susceptibility to damage, shortage, risk of damage, save that while choosing the appropriate manner of securing the cargo, the service provider / driver shall follow the applicable laws, regulations and standards, as well as the interest of Walstead in safe carriage of the cargo without any damage. Walstead shall have the right (but not the obligation) to include in the transport order the instructions on how to secure the cargo. Such instructions, or lack thereof, shall be irrelevant for the service provider's liability (including the service provider shall not be bound by such instructions and remain solely liable to comply with the obligations described above).
13. The service provider shall be obliged to verify the cargo for compliance with the transport order and the consignment note. If Walstead is not notified of any discrepancy, all resulting costs and expenses incurred by either party shall be borne and reimbursed by the service provider.
14. The driver shall be obliged to actively assist in loading, inform/instruct Walstead employee in a clear and simple language about the manner of proper placement of the cargo in the loading section of the means of transport and verify the condition of the cargo, including in particular as regards the safeguards, loading, in order to choose the proper method of loading and securing,

and may carry out an inspection and prepare an inspection report, if there are reasonable grounds to do so. The inspection report shall be made in writing for its validity.

15. The driver / service provider shall not only be liable for choosing a means of transport that is compatible with the cargo, but also for the proper and safe placement of the load (taking into account the selected method of securing) in the loading part of the means of transport that is adequate to the type of goods, so that its carriage complies with the applicable laws and regulations and, at the same time, remains in compliance with the interests of Walstead, including so that the cargo is not damaged or destroyed - in this respect Walstead may carry out, in particular, the aforementioned inspection.
16. The service provider represents that both the service provider and all persons performing transport services, including drivers, have experience, permits, licenses, authorisations and knowledge, required and necessary for performing transport services, among others in respect of carriage of the cargo, including securing the cargo, taking into account specific types of cargo.
17. In the event of any discrepancy between the transport order and the transport documents issued to the driver by the loader, an immediate contact with appropriate Walstead Transport Coordinator shall be required in order to clarify the discrepancy. In the event of failure to notify Walstead of any discrepancy, any resulting costs and expenses incurred by the service provider and Walstead shall be borne and reimbursed by the service provider.
18. In the event of occurrence of any complication along the route leading to the shipment or destination place, including any complication that may, in any manner, interfere with timely delivery of the cargo to the consignee, immediate telephone and e-mail notification of the problem shall be absolutely required. The above shall apply to any type of complication (e.g. delay, loss, shortage, damage to the cargo, failure of the means of transport). In the event that, as a result of the complication, some or all of the cargo containing the Information as defined in point VI hereof (including personal data) is found outside the vehicle or is not adequately secured, the service provider shall be obliged, apart from the obligation to provide information, to secure such cargo as soon as possible and to notify Walstead.
19. The service provider shall be forbidden from subcontracting the performance of transport services in whole or in part. The only exception to the above shall be subcontracting by the service provider being a freight forwarder any transport services to subcontractors being carriers. The service provider shall only be deemed a freight forwarder if the service provider fulfils all requirements for forwarding, including if the service provider holds necessary permits, licenses, authorisations. The service provider may under no circumstances use freight exchanges in order to commission carriage of goods or search for subcontractors. The service provider shall ensure that subcontractors performing transport services shall be obliged to perform such services at least in accordance with the same rules as the ones specified in the GT&C and the agreement.
20. The transport service shall be deemed to have been performed at the time the cargo is presented for unloading at the place indicated in the agreement, unless Walstead has expressly accepted the obligation to unload the cargo (in which event the transport service shall be deemed to have been performed at the time the unloading is completed at the place indicated in the agreement), or the parties have indicated in the agreement another event confirming that the transport service has been performed.
21. If, in the course of the performance of the transport service, it becomes necessary for the service provider to undertake any actions not foreseen by the parties, the service provider shall undertake them after receiving conformation from Walstead. In the event of any emergency, when contact with Walstead is impossible and as a result of the delay in action there may occur significant damage, the service provider shall undertake the actions referred to in the previous sentence at the service provider’s own risk, at the expense of Walstead.
22. In the event that a necessity arises for Walstead to present a document confirming that the carriage has been made, the service provider agrees to provide such document / set of documents in the form of a scan, photocopy or original, not later than forty-eight (48) hours after such necessity arises on the part of Walstead. The service provider shall, immediately upon receipt of Walstead request, provide Walstead with information on the current status of the vehicle (current location of the vehicle) during the performance of the transport service (vehicle tracking). Such information may come from GPS or another system implemented by the service provider. Such information shall include at least (i) the vehicle registration number, (ii) the driver's full name, (iii) the driver's telephone number, (iv) the geographical coordinates for the location of the vehicle or other data necessary to identify the exact location of the vehicle.
23. The obligations under the GT&C shall apply to each agreement, including each transport order placed by Walstead with the service provider during the term of the GT&C, whether or not the GT&C are referenced in or attached to the agreement, including the transport order.

24. TEMPLATES OF CONTRACTS, INCLUDING REGULATIONS OR GENERAL TERMS AND CONDITIONS, APPLIED BY THE SERVICE PROVIDER SHALL NOT APPLY TO THE AGREEMENT, EVEN IF THE TEMPLATES OF CONTRACTS WERE DELIVERED TO WALSTEAD OR MADE AVAILABLE TO WALSTEAD IN ANY OTHER MANNER BEFORE THE CONCLUSION OF THE AGREEMENT OR DURING ITS PERFORMANCE. IN ANY EVENT THE TRANSPORT ORDER TOGETHER WITH THE GT&C SHALL CONSTITUTE THE LAST OFFER, WHICH SHALL BE ACCEPTED BY THE SERVICE PROVIDER BY PERFORMING THE TRANSPORT SERVICE, EVEN IF THE SERVICE PROVIDER DELIVERS THE TEMPLATES OF CONTRACTS TO WALSTEAD AT A LATER STAGE AND WALSTEAD DOES NOT PRESENT ITS OPINION ON THE TEMPLATES OF CONTRACTS OR DOES NOT OBJECT TO THEIR APPLICATION.

IV. Complaints and Liability

25. The liability of the service provider shall be governed by the relevant laws and regulations. In particular, in the event of domestic road transport of goods, the service provider shall be liable for any loss, shortage, damage to or of the goods or delay, unless the loss, shortage, damage or delay in the carriage of the goods was due to reasons attributable to Walstead or the consignee, not caused by the fault of the service provider, or due to the characteristics of the goods or force majeure.
26. The service provider shall be liable for any breach of the obligations under the GT&C and the agreement by the service provider's employees and subcontractors like for the service provider's own breach, even if the service provider was not at fault in selecting such entities or the conduct of such entity was undertaken only at the time of the performance of obligations.
27. Walstead shall request to determine the condition of the goods, make reservations about the condition of the goods and file complaints within the periods prescribed by law.
28. The service provider shall consider the complaint within 14 days of its receipt (which is the time limit for providing Walstead with a response to the complaint, the content of which shall be in accordance with the applicable laws and regulations). The complaint shall be deemed to be complete if its content conforms with the applicable laws and regulations, and the complaint is accompanied by a copy of the consignment note and, if Walstead has such documents, a copy of the invoice providing for the price of the goods, a copy of the report on the condition of the goods, a copy of the order/agreement on the basis of which the goods were produced and a copy of Walstead correspondence with other entities about the type and amount of the claim. In the event that the complaint is not complete, the service provider shall, within 7 days of receipt of the complaint, request Walstead to supplement it, and provide appropriate instructions, within at least 14 days of the receipt of the request. A complaint that is not supplemented shall be left without consideration. If the complaint is supplemented, the time limit for considering the complaint shall be counted from the date of receipt by the service provider of the supplemented complaint. In the event that other time limits, including other time limits for considering complaints, arise from the applicable laws and regulations, such other time limits shall apply. The complaint, the response to the complaint and any other correspondence, including requests, shall be made in writing, and in the event of domestic road transport also in documentary or electronic form, to the e-mail addresses provided by Walstead and the service provider.
29. The service provider shall be obliged to have a valid service provider's civil liability insurance, both in domestic and international transport, if the carriage concerns international transport.
30. The service provider's civil liability insurance shall cover total and partial damage to or loss of cargo in domestic or international transport as well as, among other things, any damage occurring during the carriage of high-risk cargo and damage resulting from theft and robbery.
31. In the event of the provision of international transport services on the basis of the GT&C, the service provider shall be obliged to have an insurance that is valid in the territory of each country in which the transport takes place.
32. Insofar as applicable (the transport service is an international road transport of goods), the complaints shall be filed and considered in accordance with the complaint procedure provided for in the Convention on the Contract for the International Carriage of Goods by Road (CMR) of 19 May 1956 (Dz.U. of 1962, No. 49, item 238, as amended).

V. Compensation

33. Walstead shall pay the service provider the compensation in the amount specified in the agreement.

34. The amounts specified in the agreement shall be net amounts, to which VAT shall be added in the amount and in accordance with the applicable laws and regulations.
35. Walstead shall be obliged to pay the service provider additional compensation or costs not included in the agreement, if the service provider has taken steps aimed at the proper performance of the agreement or at securing Walstead claims, provided that such additional compensation or costs have been accepted by Walstead before being incurred. The acceptance referred to above shall be made in writing for its validity.
36. The corporate payment term shall be 60 days, counted from the date of delivery of a properly issued invoice to Walstead.
37. Each invoice shall be supported with a relevant document confirming the performance of transport services, i.e. a consignment note (in the event of domestic transport, additionally a delivery note signed by the consignee; and in the event of international transport, a CMR document signed by the consignee).
38. Failure to provide, together with the invoice, the documents confirming the performance of the transport services as described in point 37 shall result in non-payment of the invoice until complete documentation is provided to Walstead.
39. Each invoice shall include a unique PO number identifying the transport service in Walstead accounting system - the PO number shall be created by Walstead Transport Coordinator not later than the loading date. It shall be the responsibility of the service provider to obtain and include the PO number on the invoice. Failure to include a PO number on the invoice may result in an extension of the payment period.
40. The freight value indicated on the invoice shall match the freight value agreed upon with Walstead Transportation Coordinator in the agreement or any other document.
41. Walstead Kraków Sp. z o.o. possesses a status of a large enterprise as this term is defined in the Polish Act of 8 March 2013 r. on Counteracting Excessive Late Payments in Commercial Transactions (uniform text published in Official Gazette 2022.893 of 2022.04.25, as further amended).

VI. Confidentiality

42. The service provider undertakes to keep secret any and all information obtained by the service provider in connection with concluding an agreement or performing a transport service, including technical, technological, commercial, organisational, HR, financial information, information contained in the agreement, information concerning Walstead, other companies from the Walstead Group, their customers, suppliers and service providers, the consignee, the date of carriage, the cargo quantities (e.g. the number of paper rolls, the number of pallets with the cargo), the weight of the cargo, the type of cargo (e.g. type, weight of transported paper), as well as any content included in the cargo (e.g. information contained in transported catalogues, leaflets, warehouses), information contained in transport documents, personal data and other information of economic value, whether or not such information constitutes a business secret within the meaning of the Prevention of Unfair Competition Act of 16 April 1993 (Dz.U. No. 47, item 211, as amended) (the “Information”).
43. The confidentiality obligation referred to in this point shall also apply to the Information provided to the service provider by, among others, Walstead customers, other companies from the Walstead group or their customers.
44. The service provider undertakes to keep secret the Information obtained by the service provider also (or only) other than in connection with the conclusion of the agreement or performance of the transport service (e.g. only at the time of concluding the agreement or performing the transport service). The confidentiality obligation referred to above shall also apply to the Information that is generally known within the internal structures of Walstead or anz other entity (e.g. circulation, turnover with contracting parties, data showing production and sales volumes, as well as sources of supply).
45. The service provider undertakes not to acquire, provide or disclose the Information, and not to use the Information for any purpose whatsoever, including for any purpose that poses a threat to the interests of Walstead, any other company from the Walstead group, their customer, supplier or service provider, except for the use of the Information only for the purpose and to the extent necessary for the proper performance of the transport services by the service provider.
46. The service provider undertakes to take all actions necessary to keep the Information secret, including to notify the service provider’s employees, associates and subcontractors of the obligation to keep the Information secret and to protect the Information against unauthorised access.

47. The service provider shall be liable for any actions and omissions of any entities used by the service provider for performing the transport service or entrusted by the service provider with performing the transport service, in whole or in part, resulting in a breach of the confidentiality obligation referred to in this point, like for the service provider's own actions and omissions, even if the service provider was not at fault in selecting such entity, its action or omission occurred only at the time of performing the entrusted obligations or after termination of the legal relationship between such entity and the service provider.
48. In any event of breach by the service provider of any of the obligations referred to in this point, including in any event of acquisition, provision, disclosure or use of the Information in violation of the provisions of this point, Walstead shall have the right to require the service provider to pay a contractual penalty of EUR 15,000 for each such event. Walstead shall issue an appropriate debit note or any other accounting document. The contractual penalty shall be payable within seven (7) days of delivery of such document to the service provider. Walstead shall be entitled to seek satisfaction of claims for supplementary damages in excess of the amount of the reserved contractual penalty.
49. The obligation to keep the Information secret, referred to in this point, shall apply for an indefinite period of time. Either party shall have the right to terminate the above obligation with a ten (10) year notice. The termination shall be made in writing for its validity. The expiration or termination of the agreement shall not constitute termination of the confidentiality obligation. The above shall not apply to the Information which constitutes a business secret. The Information constituting a business secret shall be kept secret for an indefinite period of time (without the right to terminate this obligation).

VII. Protection of Personal Data

50. The service provider, as a controller, undertakes to comply with all obligations arising from applicable laws and regulations concerning the processing of personal data.
51. Walstead Kraków Sp. z o.o. is the controller of personal data of the persons representing the other party. Main types of the processed personal data: first name, surname, place of work (address), employer's name, function. Main purpose of personal data processing: identification of the person authorised to represent the other party. The full text of the information clause, including information about the data subject's rights, is available on the website, on the GDPR subpage, at the bottom of the page (Annexes - information clauses - contact persons), at: https://www.walstead-ce.com/wp-content/uploads/2020/09/Instrukcja-do-klauzul-informacyjnych_Walstead_Krakow_21_09_2020-ENG.pdf.

VIII. Final Provisions

52. If individual provisions of the GT&C or the agreement are completely or partially invalid or ineffective, the validity and effectiveness of the remaining provisions of the GT&C or the agreement shall remain unaffected. The invalid or ineffective provision shall be replaced by the mandatory legal provisions or, in the absence thereof, by the parties with a valid and effective provision that best corresponds to the intended meaning and purpose of the invalid or ineffective provision.
53. Subject to point 49 of the GT&C, unless the agreement provides otherwise, either party shall be entitled to terminate the GT&C by giving a month's notice, with the effect at the end of a calendar month. The notice of termination of the GT&C shall be made in writing for its validity. Transport services not performed by the lapse of the notice period shall be performed, also after the lapse of the notice period, in accordance with the GT&C and the agreement.
54. Walstead reserves the right to unilaterally amend the GT&C at any time. Amendments may concern technical issues relating to the performance of transport services, including the applied safeguards, as well as issues whose change is necessary due to a change in applicable laws and regulations. Walstead shall deliver the amended GT&C to the service provider by electronic means (e.g. in the content of an e-mail or as an attachment to an e-mail). The amendments to the GT&C may also be published at https://www.walstead-ce.com/en/home/. The amendments to the GT&C shall become effective after 14 days of the delivery of the amended GT&C to the service provider, unless the service provider terminates the GT&C with immediate effect within 7 days of the delivery of the amended GT&C to the service provider. The amended GT&C shall apply to agreements concluded on or after the date from which the amended CEA apply. Termination of the GT&C shall be made in writing for its validity. In the event of the termination of the GT&C, the GT&C in the hitherto wording shall apply to agreements concluded prior to the termination of the GT&C which have not been completed.

55. The parties' arrangements concerning any amendment or addition to the GT&C shall be made in writing for their validity.
56. Any disputes arising from the GT&C or agreements shall be settled by common courts of territorial jurisdiction over the registered office of Walstead.
57. The GT&C and the agreements shall be governed by and construed in accordance with the provisions of the Polish law.
58. The GT&C shall be effective for an indefinite period from the date of signing this document.

On behalf of the service provider:
Full name:
Title:
Signature: