

GENERAL TERMS OF PARTICIPATION IN TRANSPORTS ORGANIZED BY “ALEKSANDRA TRZASKOWSKA TYLKO DLA ORLIC”, RUNNING BUSINESS ACTIVITY UNDER THE BRAND “MOTOBIRDS”

1. General Terms of Participation in Transports (the **Transport**) organized by the “Aleksandra Trzaskowska Tylko dla Orlic”, running business activity under the brand “MotoBirds” (the **Shipping Organizer**). The timetable and the general programme of a Transport are available on the www.motobirds.com website. This General Terms and Conditions, together with the list of items delivered by the client to the Transport (the **List**) constitute an integral element of the agreement between a client (the **Client**) and the Shipping Organizer (the **Agreement**).
2. The Shipping Organizer provides the Client with an adequate sea or land Transport service, depending on the destination, of the Client's vehicle together with the items specified in the List of Items (the **Parcel**). The Shipping Organizer undertakes to arrange the Transport with due care.
3. The Shipping Organizer will inform the Client by email which documents are required for the Transport and when they should be submitted to the Shipping Organizer. Failing to deliver these documents or delivering them after the due date will be considered as the resignation from the Transport for reasons purported to the Client.
4. The Client must inform the Shipping Organizer about any updates of personal data no later than within 21 days prior to the Transport date. If such information is missing or submitted at a date which renders handling necessary Transport arrangements impossible, the Shipping Organizer does not assume responsibility for resulting consequences and in particular for the Client's inability to take part in the Transport and/or the necessity to resign from participation for reasons entirely due to the Client.

5. The Client's vehicle included in the Parcel will be covered by the mandatory total loss insurance of the carrier executing maritime transport or the freight forwarder executing land transport. Upon the Client's request, the Shipping Organizer will indicate to the Customer the terms of such insurance applicable to the specific transport. The costs of such mandatory total loss insurance is included in the price of the Transport.
6. The Shipping Organizer is not responsible for the items included in the Parcel and actually delivered for transport. In particular, the Shipping Organizer is not liable for their condition, damage or loss. These items are not covered by the insurance referred to in the above point. The items are accepted by the Shipping Organizer for transport at the risk and responsibility of the Client, and the Client agrees to this.
7. Unless the Parties agree otherwise, the Shipping Organizer shall load and unload the Parcel to the sea container or the truck. The Shipping Organizer takes over the responsibility for the vehicle damages from the loading to the takeover of the Parcel by the Client.
8. Every receipt of the Parcel shall be confirmed by the written protocol.
9. Before reception of the Parcel, the Client shall verify if the vehicle is properly prepared for its use. If the Client has any objections with this respect, he should present them to the Shipping Organizer before the takeover of the Parcel. Otherwise the Shipping Organizer shall not be liable for any inaccuracies in preparation of the vehicle for its use and their consequences.
10. The Client shall make the photo documentation of the Parcel on the day of its delivery to the Shipping Organizer. The photographs shall be delivered to the Shipping Organizer via email. The photographs shall be the evidence for eventual claims of the Client against Shipping Organizer for the vehicle's damages occurred during the Transport, for which the Shipping Organizer is responsible.
11. The Client shall book the chosen Transport online through the Shipping Organizer's website www.motobirds.com Upon the online reservation the Client shall pay the reservation fee, as indicated in the booking order. Only the payment of the reservation fee guarantees the Transport services.

12. If the Parties do not agree otherwise, the remaining part of the Transport price must be paid to the Shipping Organizer by means chosen in the online booking order no later than 21 days before the date of Transport indicated by the Shipping Organizer. In the event that the Customer signs up for the Transport less than 21 days before the Transport date, the Client is obliged to pay the full price upon signing up.
13. Payments for the Transport can be made in the manner chosen in the online booking order from the options available on the Shipping Organizer's website, or with the Shipping Organizer's consent, through the Revolut or PayPal application. The day of payment is the day when the funds are credited to the Shipping Organizer's account.
14. In the event that the Client fails to pay the full price for the Transport within 21 days before the planned Transport date, the Agreement shall be terminated due to the fault of the Client. The Shipping Organizer reserves the right to withhold the amount equivalent to the actual costs incurred in connection with the preparations already made for the organization of the Transport for the Client.
15. The price of the Transport covers all services described in the Agreement as included in price. The Client will be additionally charged for services described in the Agreement as not included in the Transport price.
16. The custom authorities of every country may impose additional custom inspections, including inter alia x-ray scanning, full inspection etc, at their own discretion. All costs related to such decisions are not included in the Transporter's remuneration. These charges will be invoiced to the Client on a pro-rated basis. The Client agrees to pay these charges fully before collecting his/her vehicle at destination.
17. The price of the Transport defined in the Agreement may be increased if the operational costs, taxes or additional charges such as harbor dues, loading, unloading or reloading charges in the sea ports or at airports go up. Under such circumstances the price of the Transport will be increased by the amount by which the above-mentioned costs have grown. The Shipping Organizer shall inform the Client about the price increase and its reasons before loading the Parcel for the Transport. In

such circumstances the Client has a right to rescind the Agreement and shall inform the Shipping Organizer thereof. The Shipping Organizer will return the Client the amount already paid.

18. Before the commencement of the Transport, The Client may resign from it. The resignation is made by email to the Shipping Organizer's address. Subject to the paragraph above:
 - a. in the event of resignation from the Transport more than 60 days before the planned Transport date, the Client receives a 100% refund of the reservation fee paid, or, at the Client's discretion, this fee is transferred to another service from the Shipping Organizer's offer;
 - b. in the event of resignation 60 days or less before the planned Transport date, the reservation fee is not refunded;
 - c. in the event of resignation 21 days or less before the planned Transport date, the entire amount paid towards the Transport services is not refunded.
19. The Shipping Organizer reserves the right to cancel the Transport:
 - a. if the required minimum number of Clients defined in the Programme has not been reached, but no later than 30 days prior to the Transport start date;
 - b. in the instance of occurrence of force majeure;
 - c. for reasons beyond the Shipping Organizer's control such as decisions of state authorities, riots, strikes, etc.;

Under these circumstances, the Client has no right to demand compensation due to failure to execute the Agreement.

20. Shipping Organizer has the right to cancel the Transport at any time before the planned date of the Transport due to restrictions on the movement of goods or freedom of movement imposed in connection with the Covid-19 pandemic. In such a situation, the Shipping Organizer will refund the paid amount to the Client, reduced by the costs incurred in connection with the Transport (e.g. storage) or will transfer, at the Client's discretion, the paid amount to another service from the

Shipping Organizer's offer or the same type of transport at a different time.

21. The Shipping Organizer shall not be held responsible for failure to execute or inadequate execution of the Transport Agreement if it was caused by actions or negligence of the Client or as a result of the occurrence of *force majeure*.