



## **TERMS AND CONDITIONS OF TRANSPORT SERVICES**

### **1. Basis for Order Execution**

Transport services are carried out on the basis of an individual order provided to the Carrier by the Ordering Party/Shipper and these General Terms and Conditions.

Acceptance of the order constitutes acceptance of all conditions without reservations.

Failure to provide a written refusal to execute the order within 30 minutes from its receipt shall be considered acceptance of the order under the conditions specified therein.

### **2. Payment and Invoicing Terms**

1. The invoice and the CMR/POD document must be uploaded to the link provided in the transport order. The payment term, which by default is 45 days, begins only after the complete set of required documents has been submitted.
2. The invoice must contain the Ordering Party's order number and bank account numbers for payments in PLN and EUR together with the SWIFT code.
3. Invoices shall be issued in two currencies (PLN and EUR). Failure to meet this requirement results in the invoice being considered invalid.
4. Payments in EUR are made according to the NBP exchange rate from the day preceding the unloading date or – depending on the arrangements – the loading date.
5. The Ordering Party allows the possibility of shortening the payment term (discount/skonto) after prior agreement and positive verification of the documents.
6. Failure to deliver documents on time may result in an extension of the payment term or the imposition of contractual penalties.
7. The Ordering Party has the right to withhold payment in the event of a justified suspicion of damage or until complaint claims are clarified.

**3. Prohibition of Assignment of Receivables**  
The Carrier is prohibited from assigning receivables resulting from the execution of the order to third parties without the prior written consent of the Ordering Party.

#### 4. Formal and Documentation Obligations

1. The Carrier is obliged to deliver the complete set of original transport documents (in particular CMR, delivery notes, specifications, consignment notes and the signed order) within no more than 24 hours after completion of the service. If the required documents are not delivered within 5 working days from the unloading date, the Ordering Party is entitled to charge a contractual penalty of EUR 50 for the delay in delivering the documents.
2. Documents must be correctly completed, signed and stamped by authorized entities.
3. Payment is conditional upon proper confirmation of service performance by the consignee, including the indication of the unloading date and time.
4. In the case of an incorrectly issued invoice, the Ordering Party is entitled to issue a correcting note together with an administrative fee.
5. During the execution of the order and for 4 years from the date of its completion, the Carrier/Contractor undertakes to refrain from any form of contact with the Ordering Party's clients. Violation of the above prohibition results in the obligation to pay a contractual penalty in the amount of PLN 50,000. The reservation of a contractual penalty does not exclude the Ordering Party's right to claim additional compensation if the damage exceeds the value of the reserved penalty.
6. Any changes to the order conditions made by the Contractor on the order document (notes, deletions) do not affect its content.
7. In the event of a delay in presenting the vehicle at the unloading place, the Ordering Party may charge the Contractor a contractual penalty in the amount of 10% of the agreed freight for each commenced hour of delay. If the delay may threaten the proper execution of the transport or violate the interests of the shipper or consignee, the Ordering Party has the right to assign the service to another entity. Late presentation of the vehicle results in charging a contractual penalty in the amount of 100% of the agreed freight.



## 5. Insurance and Authorizations

1. The Carrier possesses all licenses, permits and insurance required by law necessary to perform the transport.
2. The minimum amount of carrier's liability insurance (OCP) is EUR 100,000 for domestic transport, EUR 300,000 for international transport, and EUR 600,000 for cabotage transport.
3. The policy covers damages resulting from theft or robbery.
4. The Carrier is obliged to provide documents immediately upon the request of the Ordering Party.

## 6. Vehicles, Drivers and Communication

1. Only vehicles meeting EURO 4, 5 or 6 emission standards may be used to perform the order.
2. The driver must have an active mobile phone and remain in constant contact with the Ordering Party.
3. The Carrier complies with social regulations, including working time, minimum wage regulations (MiLoG, Loi Macron) and driver rest periods.
4. The driver participates in loading and unloading and checks the compliance of the goods with the documentation.
5. The trailer provided for loading must be clean, free from unpleasant odors and fully prepared and approved for loading goods.

## 7. Prohibition of Subcontracting, Transshipment and Additional Loading

The Carrier is obliged to perform the order personally. The use of subcontractors, transshipments or additional loading is prohibited without the written consent of the Ordering Party. Violation results in contractual penalties.



## 8. Loading, Unloading and Waiting Times

The Carrier is responsible for the proper placement and securing of the cargo. Waiting time is settled only after meeting formal requirements and reporting it. The free time without charges includes 24 hours, weekends and public holidays. The Ordering Party is not responsible for waiting times resulting from customs authorities, strikes or border situations. Cancellation of the order on the day of loading results in a contractual penalty equal to the freight. In the event of lack of loading due to the fault of the Ordering Party, the Contractor receives compensation up to EUR 50 for readiness to perform the order.

## 9. Rules for Pallet Exchange and Settlement

EURO pallets are considered returnable unless otherwise agreed. Pallet settlement is possible only on the basis of pallet documents delivered with the transport documents. The Carrier is responsible for checking the quality and type of pallets. Pallets recognized as damaged or disposable are treated as unsettled. In the case of transports with pallet exchange, the Carrier provides documents confirming the number, type and quality of pallets. In transports without pallet exchange, the carrier does not collect empty pallets and obtains appropriate confirmation. Non-returnable pallets require clear confirmation that they were not collected. Documents must be signed and stamped. In case of discrepancies, the Carrier informs the Ordering Party and waits for instructions. Penalties for failure to settle pallets: €20 per pallet.

## 10. Contractual Penalties and Liability

The Ordering Party may charge a contractual penalty up to 100% of the freight for non-performance or improper performance of the order. Claiming compensation exceeding contractual penalties is possible. Violation of the non-competition clause results in a penalty of PLN 50,000.

## 11. Non-Competition and Confidentiality

The Carrier is prohibited from engaging in commercial contacts with the Ordering Party's clients during the execution of the order and after its completion. The remuneration constitutes a trade secret.



## 12. Right of Withdrawal

The Ordering Party may withdraw from the contract in the event of failure to provide the vehicle on time or if the proper execution of the order is threatened. Withdrawal may result in a contractual penalty.

## 13. Applicable Law and Court

The agreement is governed by Polish law, taking into account the CMR Convention. Disputes shall be settled by the common court competent for the registered office of the Ordering Party.

## 14. Personal Data Protection (GDPR)

The data controller is the Ordering Party. Data are processed solely for the purpose of performing transport services. Contractors are entitled to rights resulting from personal data protection regulations.

## 15. Liability, Contractual Penalties and Right of Withdrawal

In the event of refusal to accept the goods at the unloading place due to reasons attributable to the Contractor, including cargo damage, delay or other fault-based circumstances, the Contractor is obliged to return the goods to the place of loading or another place indicated by the Ordering Party, at its own cost and risk. The Ordering Party may charge a contractual penalty in the amount of the full freight for non-performance or improper performance of the order or violation of the conditions. The reservation of contractual penalties does not limit the right to additional compensation if the damage exceeds the value of the penalties. The Ordering Party has the right to withdraw from the contract within 30 days from the conclusion of the contract, but no later than until the order is performed.

## 16. Contractor's Obligations

The Contractor undertakes to:

- a) perform the transport with due diligence,
- b) provide a technically efficient and appropriate vehicle,
- c) possess valid authorizations and licenses for the road transport of goods,
- d) provide a driver with appropriate qualifications,
- e) maintain constant telephone contact during the execution of the order.



The Contractor bears full responsibility for the entrusted goods from the moment of loading until the moment of unloading.

In the event of delay, damage to the goods or other irregularities, the Contractor is obliged to immediately inform the Ordering Party.