GENERAL TERMS AND CONDITIONS OF CARRIAGE

I. General Terms and Conditions

1. These General Terms and Conditions of Carriage shall apply to the parties to a contract of carriage of goods concluded between Menor Trans Sp. z o.o., with its registered office in Szczecin, and a carrier performing the carriage pursuant to an order placed by the Principal.
2. By entering into a contract with the Principal, the Contractor declares that it has read these General Terms and Conditions of Carriage, agrees to provide services in accordance with the provisions hereof, and undertakes to comply with them.
3. Definitions:
   a) Driver – a natural person who drives a vehicle and carries out the carriage;
   b) GTC – these General Terms and Conditions of Carriage, in force at the Principal's company, being an integral part of the contract of carriage concluded between the Principal and the Contractor;
   c) Secure Guarded Parking Area – a designated, permanently fenced area, guarded 24 hours a day, illuminated at night and equipped with entry and exit barriers preventing a vehicle from entering or leaving without permission of the parking attendant;
   d) Leaving the Means of Transport Unattended – the Driver leaving the cab of the Means of Transport and leaving the vehicle together with the Goods outside a Secure Guarded Parking Area or a parking area located on the premises of a petrol station, hotel, motel, bar or restaurant, directly alongside a national road, motorway or expressway, at a customs or border terminal, or at a location designated by the police or other authorised public authorities;
   e) Employee – a natural person employed under an employment contract, managerial contract, appointment, election, nomination or cooperative employment contract, or a natural person conducting business activity exclusively for the Contractor (self-employment). An Employee shall also include a trainee, volunteer, intern or temporary worker whom the Contractor has entrusted with the performance of specific activities for and under the direction of the Contractor;
   f) Consignment (Goods) – items accepted for carriage by the Contractor under the contract of carriage;
   g) SDR – Special Drawing Rights – a unit of account created by the International Monetary Fund;
   h) Means of Transport (vehicle) – a vehicle or combination of vehicles, i.e. a lorry with or without a trailer or a tractor unit with a semi-trailer, at the Contractor's disposal (whether owned, rented or leased by the Contractor or otherwise at its disposal pursuant to other contractual rights);
   i) Contract – a contract of carriage concluded between the Principal and the Contractor on the basis of a transport order accepted by the Contractor for performance without amendments or reservations, or on the basis of a counter-offer submitted by the Contractor and accepted by the Principal in documentary form, failing which such acceptance shall be null and void;
   j) Contractor – a business undertaking engaged for remuneration in the road carriage of goods, performing the carriage of the Consignment for the Principal under a concluded contract of carriage and pursuant to the licences and permits held by it, as required under the Road Transport Act and other provisions of law governing the road carriage of goods;
   k) Principal – Menor Trans Sp. z o.o., with its registered office in Warszawa, 02-530, at ul. Kielecka nr 41A/8, entered in the National Court Register under KRS No. 0001116035, REGON No. 529147417 and NIP No. 5214077178,

II. Contractor Requirements

4. The Contractor shall comply with the laws and regulations in force in the country in any given time, as well as with all laws and regulations applicable to carriers, in particular Regulation (EC) No 1072/2009 of the

European Parliament and of the Council, Regulation (EC) No 561/2006 of the European Parliament and of the Council, and the applicable transport law. In the case of international carriage, the Contractor shall comply with the CMR Convention and, in the case of cabotage operations, with the law of the host Member State and the national legislation of the Member States of the European Union relating to the posting of workers in the framework of the provision of services, including minimum wage requirements, insofar as such legislation also applies to the international transport sector in the Member State concerned, in particular the legislation of Austria, Belgium, France, the Netherlands, Luxembourg, Germany, Hungary and Italy. The Principal shall not be liable for any fines or penalties arising from failure to comply with such laws and regulations.

5. The Contractor shall maintain motor third-party liability insurance and carrier's liability insurance covering the territorial scope of the carriage performed and appropriate to the nature of its carriage operations (domestic and/or international carriage and/or cabotage operations within EU Member States). Such insurance shall provide comprehensive cover, meaning that it shall:
   a) contain no exclusions of the insurer's liability for loss or damage caused by theft or robbery and shall cover loss or damage resulting from robbery, theft followed by violence, or theft occurring outside Secure Guarded Parking Areas;
   b) cover loss other than physical loss of or damage to the Consignment resulting from delay in delivery;
   c) cover loss or damage arising during loading or unloading;
   d) contain no exclusions relating to the type of Goods (property) accepted for carriage;
   e) contain no exclusions relating to the territorial scope within which the carriage is to be performed, including cabotage operations where the transport order involves cabotage;
   f) cover loss or damage resulting from gross negligence on the part of the Contractor;
   g) cover loss or damage resulting from the delivery of the Consignment to an unauthorised person;
   h) cover the carriage of the relevant type of Goods, remain valid throughout the entire period during which the service is provided, and cover loss of or damage to Consignments accepted for carriage in the countries through which the carriage is performed, to which the Consignment is delivered or in which cabotage operations are performed. The limit of indemnity for any one occurrence shall be no lower than the maximum amount of the carrier's liability for loss or damage specified in Articles 65–70 and 80–85 of the Transport Law and/or Articles 17, 23 and 25 of the CMR Convention, and shall in no event be lower than EUR 200,000.
6. The Contractor shall hold all necessary licences and permits or concessions required by law for the performance of carriage operations, including international carriage where the transport order relates to an international route. This requirement shall also include the obligation to obtain all permits required for the specific type of carriage concerned and any other documents necessary to perform the transport order and carry out the carriage.
7. Acceptance of the transport order for performance shall constitute confirmation that the Contractor is a carrier duly authorised to perform carriage under applicable law.

III. Vehicle Requirements

8. The Contractor shall provide a duly licensed vehicle, roadworthy in accordance with EU requirements, for the collection from the consignor of the Consignment covered by the contract of carriage. The vehicle shall:
   a) meet the TAPA security requirements;
   b) comply with at least the EURO 3 emission standard or any successor exhaust-emission standards in force within the European Union and the European Economic Area and applicable to lorries used for carriage commissioned by the Principal;
   c) be suitable for the carriage of the Goods specified in the transport order, particularly in the case of oversized loads;

d) be leak-tight and clean both externally and inside the cargo compartment, which must be free from foreign odours. At the Principal's request, the Contractor shall provide a certificate confirming that the tanker, product discharge lines, pumps and other relevant equipment have been cleaned;
e) be equipped with the load-securing equipment described in points 10–12.

9. If the Contractor fails to comply with the obligation specified in point 8, it shall immediately provide, at its own expense, a replacement vehicle meeting all the above requirements. Irrespective of this obligation, if the Contractor fails to provide a Means of Transport for loading or provides a Means of Transport that is unfit or unsuitable for loading, it shall pay a contractual penalty equal to the freight charge specified in the transport order in the case of international carriage, or twice that amount in the case of domestic and/or cabotage carriage. The contractual penalty shall also apply if the Means of Transport is provided late for loading.
10. The Contractor shall ensure that the vehicles used to perform carriage commissioned by the Principal are equipped with:
    a) in the case of a refrigerated vehicle, at least four shoring poles;
    b) in the case of a vehicle fitted with a tarpaulin:
        - for vehicles with a maximum authorised mass of up to 3.5 tonnes – at least six lashing straps (minimum 500 daN);
        - for vehicles with a maximum authorised mass exceeding 3.5 tonnes – at least 25 lashing straps (minimum 500 daN);
    c) a complete set of 8 mm anti-slip mats sufficient to cover the entire load floor;
    d) corner and edge protectors;
    e) equipment protecting the Goods against theft and preventing unauthorised persons from gaining access to the vehicle, as well as preventing the vehicle from being used for the smuggling of persons and goods, including padlocks, customs sealing cables and seals;
    f) in the case of a Coilmulde-type semi-trailer, four stanchions and chains for securing steel coils.
11. All equipment used to secure the Consignment and the vehicle shall be certified and comply with the applicable safety standards. If the appropriate equipment is unavailable at the time of loading, the Contractor may be charged the cost of purchasing such equipment, without prejudice to the Contractor's liability for any loss or damage arising from the absence of the equipment required by the Principal to secure the Consignment and the vehicle.
12. In the case of the carriage of electronic goods, tobacco products, tyres and automotive parts, pharmaceutical products, foodstuffs requiring carriage at a constant temperature, dangerous goods, motor vehicles or spirits, the Means of Transport shall be equipped with a GPS satellite navigation system enabling monitoring by a monitoring station.
13. If the information contained in the transport order indicates that a permit for the carriage of an abnormal load is required, or if the Contractor, by exercising due care, could have independently determined that such a permit was required, the Contractor shall obtain the permit at its own expense, unless the transport order expressly provides otherwise.

IV. Vehicle Crew Requirements

14. The crew of a vehicle performing the carriage shall meet the following requirements:
    a) all Drivers shall hold all qualifications and authorisations, including those required under the applicable laws and regulations, necessary for the proper performance of the carriage commissioned by the Principal;
    b) all Drivers shall have a sufficient command of the relevant foreign language to communicate at the places of loading and unloading. In particular, they shall be able to understand and verify the carriage documents, understand any reservations raised at the place of loading or unloading, and raise such reservations themselves where necessary. Drivers who do not have the required language skills shall be

provided with assistance from persons proficient in the relevant foreign language, including remote assistance, and shall use such assistance whenever necessary;

c) all Drivers shall regularly undergo training provided by the Contractor on procedures designed to prevent the smuggling of persons and goods and on securing the vehicle against unauthorised access.

15. Irrespective of the number of Drivers specified in the transport order, the Contractor shall provide a sufficient number of Drivers for the vehicle performing the carriage to ensure that the Consignment is delivered to the consignee by the specified time and in compliance with the regulations governing Drivers' working time.

V. Cabotage Operations

16. In the case of a cabotage operation, the Contractor shall comply with the time limits and other requirements laid down in Regulation (EC) No 1072/2009 governing the conditions under which cabotage operations may be performed and shall maintain appropriate insurance cover. If it transpires that the vehicle specified in the cabotage transport order cannot perform the carriage due to the requirements of that Regulation, the Contractor shall perform the carriage using another vehicle.
17. In the case of cabotage operations, the Contractor's liability shall be determined as follows:
    a) in the case of cabotage operations performed in Germany, the Contractor's liability for loss of or damage to the Consignment or for delay shall be limited to the following amounts, except in cases of wilful misconduct or gross negligence on the part of the Contractor or persons acting on its behalf or on its instructions:

    - up to 40 SDR per kilogram of the gross weight of the Consignment in the case of loss of or damage to the Consignment;

    - up to three times the freight charge in the case of delay in delivery of the Consignment.

    b) in the case of cabotage operations performed in France, the Contractor's liability for loss of or damage to the Consignment or for delay shall be limited to the following amounts, except in cases of wilful misconduct or gross negligence on the part of the Contractor or persons acting on its behalf or on its instructions:

    - up to 20 SDR per kilogram in the case of loss of or damage to the Consignment where it weighs less than 3 tonnes;

    - up to 12 SDR per kilogram in the case of loss of or damage to the Consignment where it weighs at least 3 tonnes;

    - up to the amount of the freight charge in the case of delay in delivery of the Consignment;

    c) in the case of cabotage operations performed in Italy, the Contractor's liability shall be unlimited;

    d) in the case of cabotage operations performed in other countries, the Contractor shall be liable for any loss or damage caused up to the maximum amount permitted under the law applicable in the country in which the carriage was performed.

VI. Representations and Warranties of the Contractor

18. By accepting a transport order, the Contractor represents and warrants that:
    a) it complies with the provisions referred to in point 4 and that all its Employees are remunerated in accordance with the laws applicable in the country in which the transport order is performed, including, where applicable, the laws of the relevant Member State of the European Union, and in particular:
        - in the case of carriage subject to German minimum wage legislation:
            - it complies with the requirements concerning working time and rest periods arising from section 20a of the German Regulation on Driving Personnel (Fahrpersonalverordnung – FPersV) and the German Act on Driving Personnel (Fahrpersonalgesetz – FPersG);

- it is fully aware of the provisions of, and obligations arising under, the German Minimum Wage Act (BT-Drs. 18/1558; Mindestlohngesetz, hereinafter referred to as the "MiLoG");
- it has taken all necessary steps to ensure that its business operations comply with the provisions of the MiLoG and fully complies with those provisions;
- all its Employees and/or the employees of subcontractors engaged by it receive, at all times, the minimum remuneration required under section 20 of the MiLoG in respect of all Services provided in Germany or in connection with transport to or from Germany or in transit through German territory, including waiting time, within the time limit specified in section 2 of the MiLoG;
- it undertakes to indemnify the Principal against any penalties, claims or charges imposed on or asserted against the Principal by third parties or competent authorities in connection with any breach by the Contractor and/or its subcontractors of their obligations under the MiLoG, together with all costs of proceedings, including legal costs, and to compensate the Principal for any loss or damage suffered. The Principal may set off such penalties and charges against any remuneration due to the Contractor;
- whenever requested by the Principal, it shall make available all documents confirming compliance with the MiLoG by the Contractor and/or its subcontractors. The Contractor shall provide such documents to the Principal within two days of the request, failing which the Contractor shall be subject to a contractual penalty of PLN 1,000 for each failure to provide the requested documents.

- in the case of carriage subject to French minimum wage legislation:
  - it complies with all requirements arising under the relevant provisions of French Law No. 2015-990 on Growth, Activity and Equal Economic Opportunities, the French Labour Code and Decree No. 2016-418 of 7 April 2016 adapting Title VI of Book II of Part One of the Labour Code to transport undertakings posting road and inland waterway transport workers to French territory and amending the French Transport Code;
  - it has appointed a company representative responsible for liaison with the inspection authorities;
  - it keeps in each vehicle a copy of the certificate of posting and of the posted Driver's employment contract;
  - in accordance with Article L.1262-4 of the French Labour Code, it complies with the requirements relating to minimum remuneration, Drivers' working time and rest periods, paid leave, accommodation, and occupational health and safety.

b) it authorises the Principal to verify the accuracy of the representation made by the Contractor and referred to in point 18(a), in particular by requesting the provision of relevant information and documents, and undertakes to provide all documents necessary to confirm compliance with the above obligations whenever requested by the Principal or by the competent authorities of the Member State of the European Union in which the transport order is performed;

c) it maintains appropriate insurance cover in accordance with the conditions specified in point 5 and authorises the Principal to contact, on the Contractor's behalf, the insurer with which the Contractor has entered into the insurance contract, in particular to verify the information provided by the Contractor;

d) it has experience in providing carriage services similar to those commissioned by the Principal;

e) it has at its disposal vehicles suitable for the performance of the transport order and meeting the requirements set out in these GTC.

f) it has at its disposal drivers holding all licences and qualifications required for the proper performance of the transport services commissioned by the Principal and meeting the requirements set out in these GTC;

g) it complies with the requirements governing the performance of cabotage operations and, in particular, is entitled to perform the cabotage operation commissioned to it and holds the appropriate cabotage insurance;

h) it acknowledges that all information relating to the transport operation, including the details of the consignor, consignee and the Principal's contracting party, as well as routes and freight rates, constitutes a trade secret of the Principal;
i) it waives any and all claims arising under Articles 5, 8 and 10(1) and (2) of the Act of 8 March 2013 on Counteracting Excessive Delays in Commercial Transactions to which it may be entitled against the Principal in respect of events occurring prior to the date of conclusion of each contract to which these GTC apply;
j) it waives any and all claims for remuneration for carriage against the entity that commissioned the Principal to perform the carriage, to which it may be entitled under French law;
k) it assumes full responsibility for compliance with the national laws and regulations of the country in which the transport order is performed, including full responsibility for any fines and claims, as well as court costs and legal fees.

VII. Contractor's Documentation

19. Immediately after the conclusion of the Contract, but no later than on the date of its conclusion, and upon each request of the Principal during the period of 3 years from the date of conclusion of the Contract, the Contractor shall provide the Principal with the following documents:
    a) a motor third-party liability insurance policy covering the vehicle (including the semi-trailer) to be used for the performance of the carriage;
    b) a carrier's liability insurance policy or insurance contract;
    c) the general terms and conditions of insurance applicable to the insurance referred to in point 19(b), as well as a written certificate issued by the insurer confirming the validity of the policy referred to in point 19(b), issued no more than 14 days prior to its submission (applicable to the first transport order received from the Principal during the validity period of the respective policy);
    d) documents confirming that it conducts business activity, i.e. a certificate confirming the Contractor's entry in the business activity register, an extract from CEIDG or an extract from the National Court Register (KRS), as well as confirmation of EU VAT registration, or equivalent registration documents applicable in other Member States of the European Union;
    e) the decision assigning the Contractor its NIP (Tax Identification Number);
    f) the decision assigning the Contractor its REGON (Business registration number);
    g) an authorisation to pursue the occupation of a road transport operator (in the case of an order for domestic carriage);
    h) a licence to perform international road transport (in the case of an order for international carriage);
    i) details of the vehicle to be used for the performance of the carriage, including its registration number(s);
    j) details of the Driver or Drivers who will perform the carriage, including their full names and identity card numbers;
    k) a copy of the document confirming that the posting of the Driver or Drivers who will perform the respective carriage has been notified to the competent authorities (where the carriage is subject to French regulations on the minimum wage and the posting of workers);
    l) a valid ATP certificate where the carriage concerns Goods for which such a certificate is required.
20. If the Contractor fails to provide the documents referred to in point 19 immediately after conclusion of the Contract, but no later than on the date of its conclusion, the Principal shall be entitled to withdraw from the Contract due to the Contractor's fault, without the need to call upon the Contractor to perform the Contract. The Principal may exercise its right to withdraw from the Contract within 6 months from the date of conclusion of the Contract.

21. Where the Contractor engages a subcontractor, the Contractor shall, on the date of conclusion of the agreement with the subcontractor, provide the Principal with the documents listed in point 19 relating to that subcontractor. If the Contractor fails to provide such documents within that time limit, the Principal shall be entitled to withdraw from the Contract due to the Contractor's fault, without the need to call upon the Contractor to perform the Contract. The Principal may exercise its right to withdraw from the Contract within 6 months from the date of conclusion of the Contract.
22. Failure by the Contractor to fulfil the obligations set out in points 19(i) and (j) shall not affect its obligation to comply with the provisions of points 14 and 15.

VIII. Detention

23. Subject to the provisions of points 24 and 25, the Contractor shall be entitled to a detention charge of EUR 130.00 (one hundred and thirty euros) for each full 24-hour period of detention in the case of international carriage and PLN 100.00 (one hundred zlotys) in the case of domestic and/or cabotage carriage. The detention charge shall constitute a contractual penalty governed by Article 483 et seq. of the Civil Code. Accordingly, apart from the detention charge, the Contractor shall not be entitled to any separate claim in this respect, including any claim for reimbursement of costs incurred as a result of the detention.
24. Entitlement to the detention charge shall be conditional upon all of the following requirements being met:
    a) the Contractor documents the detention and its duration during loading and unloading operations by means of a detention record duly confirmed by the consignor or consignee, respectively;
    b) the Contractor immediately informs the Principal, at the time a delay in loading or unloading occurs, of the fact of such delay and the reasons for it;
    c) the detention occurs in circumstances other than those described in point 26.
25. Detention charges may be calculated solely on the basis of entries in the detention record confirmed by the person carrying out the loading, customs clearance or unloading.
26. No detention charges shall be payable for:
    a) the first 24 hours of detention for loading and, separately, the first 24 hours of detention for unloading (48 hours, respectively, in the countries of the Commonwealth of Independent States);
    b) detention on Saturdays, Sundays and local public holidays, as well as detention on statutory non-working days at the place of unloading or discharge and/or detention for reasons attributable to the Contractor;
    c) detention at national borders or customs offices, or detention for reasons attributable to the customs authorities;
    d) detention on days on which restrictions on lorry traffic apply.
27. The Contractor undertakes to immediately notify the Principal of any detention occurring during the performance of the carriage. The Principal shall have the right to monitor the timely performance of the order. Providing false information regarding the current location and the planned delivery time shall result in the imposition on the Contractor of a contractual penalty of up to the amount of the freight charge for the relevant transport order. The time for performance of the carriage shall include the periods of detention referred to in point 26, and the consignee's failure to take delivery of the Consignment before the expiry of that time shall not be deemed an impediment to the delivery of the Consignment.

IX. General Rules for the Performance of Carriage

28. The Contractor is strictly prohibited from carrying out any transhipment or additional loading without the Principal's prior written consent, failing which such consent shall be null and void. The presence of any other Consignment in the cargo compartment of the vehicle at the time the vehicle is presented for loading shall also be deemed additional loading.

29. The Contractor shall comply with the applicable customs regulations, in particular with the requirement to complete customs clearance when crossing a customs border, to properly carry out customs procedures and to properly document them, irrespective of whether such requirement is specified in the transport order.
30. In the case of carriage to the United Kingdom and Ireland, the Contractor shall establish and comply with procedures for protecting the vehicle against unauthorised access by third parties to the cargo compartment and against the smuggling of goods and persons.
31. At the place of loading, the Contractor shall ascertain:
    a) what type of Goods are to be carried;
    b) whether the carriage of the Goods is subject to the Act of 9 March 2017 on the System for Monitoring the Road and Rail Carriage of Goods and Trade in Heating Fuels, or any legislation replacing it, in particular taking into account the nature of the Goods being carried;
    c) whether the Consignment to be transported through the territory of Germany contains coffee;
    d) whether the Consignment to be carried constitutes waste for the carriage of which an appropriate permit is required or the carriage of which is prohibited;
    e) where the Consignment constitutes waste, whether it corresponds to the waste category specified in the transport order and is consistent with the relevant documentation;
    f) whether the Consignment contains dangerous goods, in particular by checking whether the consignment note or the packaging contains a reference to ADR or bears dangerous goods markings;
    g) whether the Consignment to be carried constitutes goods subject to excise duty, in particular alcohol or cigarettes.
32. If it is established that any of the circumstances referred to in points 31(b)–(g) have arisen, the Contractor shall immediately notify the Principal thereof and await appropriate instructions. If instructed to continue the carriage, the Contractor shall comply with the obligations arising under the applicable regulations.
33. Additional obligations of the Contractor in respect of specific types of carriage:
    a) In the case of temperature-controlled carriage, the Contractor shall:
        - hold a valid and current ATP certificate, where required under the applicable regulations;
        - use for the carriage a Means of Transport that has the ATP certificates required under the applicable regulations and is equipped with a fully operational refrigeration unit and a fully operational, calibrated thermostat and temperature recorder;
        - before commencing loading and carriage, ensure that the refrigeration unit is not worn out, has been properly maintained and has a sufficient energy supply;
        - before commencing the carriage, verify that the carriage temperature specified in the consignment note is identical to the carriage temperature specified in the transport order; if any discrepancy is identified, the Contractor shall immediately report it to the Principal's freight forwarder;
        - before commencing loading, prepare a printout from the temperature recorder enabling verification that the correct temperature has been set and that the vehicle has been properly prepared for the carriage, measure the temperature of the Goods being loaded and record the measurement in the consignment note; if the temperature of the Goods being loaded differs from the temperature specified in the transport order and/or carriage document, the Contractor shall immediately report this fact to the Principal's freight forwarder;
        - before commencing loading, achieve and maintain the required carriage temperature and monitor the temperature throughout the entire duration of the carriage;
        - not switch off the vehicle engine during stops where the operation of the refrigeration unit depends on the engine being kept running;
        - where a permissible temperature range rather than a specific carriage temperature is specified (e.g. +15°C to +19°C), set the refrigeration unit to continuous operation at the midpoint of the specified range;

- connect the refrigeration unit to an external power source during stops where this is required for the operation of the refrigeration unit;
- after each carriage, provide a printout from the temperature recorder within 14 days from the date of unloading;
- where any reservation concerning damage or failure to maintain the required temperature conditions has been entered in the carriage documents, immediately send by e-mail or fax a printout of the temperature readings covering the entire period of carriage, but no later than one day after the date of unloading;
- at the Principal's request, provide, within the time limit specified by the Principal, which shall not be shorter than 24 hours, a printout documenting the temperature inside the semi-trailer during the carriage;
- ensure that the record generated by the temperature recorder is in digital form and contains the date, time and carriage temperature, with readings recorded at intervals not exceeding 30 minutes;
- if the Contractor fails to provide the printouts from the temperature recorder, it shall pay the Principal a contractual penalty of EUR 100, payable within 14 days from the expiry of the time limit specified above or the time limit set by the Principal in its request for the relevant printout. If the Contractor provides the printouts from the temperature recorder after the time limit specified in these GTC or set by the Principal, but no later than 14 days from the date of receipt of the Principal's request, the contractual penalty shall amount to EUR 15 and shall be payable by the Contractor on the date on which the printout from the temperature recorder is provided;
- retain the printout from the temperature recorder together with the tachograph printouts/charts for at least one year from the date of completion of the carriage and delivery of the Consignment.

b) In the case of the carriage of hazardous materials constituting dangerous goods within the meaning of the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR), done at Geneva on 30 September 1957 (Journal of Laws of 2017, item 1119), hereinafter referred to as the "ADR Agreement", and other national legislation governing the road carriage of dangerous goods in force, on the date of loading, in the territory of the relevant country being a Contracting Party to the ADR Agreement, where dangerous goods subject to ADR are accepted for carriage, the Contractor shall:
   - employ vehicle crew members holding valid ADR driver training certificates;
   - use roadworthy Means of Transport bearing the correct markings required under the applicable regulations and equipped with the fire-fighting equipment and general and personal protective equipment required under the ADR Agreement;
   - appoint a dangerous goods safety adviser;
   - ascertain that the dangerous goods intended for carriage are authorised for carriage in accordance with the ADR Agreement;
   - ascertain that all information required under the ADR Agreement concerning the dangerous goods intended for carriage has been provided by the consignor before commencement of the carriage and that the required documentation is on board the Means of Transport; where electronic data processing (EDP) or electronic data interchange (EDI) techniques are used instead of paper documentation, ascertain that the data are available during carriage in a manner at least equivalent to that of paper documentation;
   - ascertain visually that the vehicles and the Goods have no obvious defects, leakages or cracks, missing equipment or similar deficiencies;
   - if any infringement of the requirements of the ADR Agreement then in force or of any other national legislation governing the road carriage of dangerous goods applicable, on the date of loading of the ADR dangerous goods, in the territory of the relevant country being a Contracting Party to the ADR Agreement is identified, immediately inform the Principal thereof and refrain from commencing the carriage until such irregularities have been remedied;

- where dangerous goods are carried under exemptions provided for in the applicable provisions of the ADR Agreement, use vehicle crew members who have received training in accordance with Chapters 1.3.1 and 8.2.3 of the ADR Agreement and Article 14 of the Act of 19 August 2011 on the Carriage of Dangerous Goods (Journal of Laws of 2020, items 154 and 875, as amended);
- maintain an insurance policy providing cover for the carriage of dangerous goods of the type being carried.

c) In the case of the carriage of perishable foodstuffs:
- the Contractor shall provide a vehicle for which the ATP certificates required under the applicable regulations have been issued and which is equipped with a temperature recorder;
- the cargo compartment of the vehicle shall be clean, dry and free from odours;
- at the request of the Principal and/or the loader and/or the consignee, the Contractor shall provide documents evidencing the cleanliness of the cargo compartment, in particular a cleaning certificate confirming that the tanker, product discharge lines, pumps and other relevant equipment have been cleaned.

X. Obligations Relating to the Loading and Unloading of the Consignment

34. The Contractor shall ensure that the vehicle is presented for loading on time.
35. The Driver shall have blank CMR consignment note forms available for loading. At the place of loading, the Contractor shall collect all documents necessary for the performance of the transport order, including in particular: the original invoice bearing a stamp and signature, the CMR consignment note and/or another document serving as a consignment note, the Goods specification (WZ, Lieferschein, Bon de Livraison or another equivalent document), the EUR.1 movement certificate, pallet receipt, DPL Bon, cheque and Single Administrative Document (SAD) and, depending on the agreed terms of the transport order, shall collect or itself open the relevant customs document.
36. The Contractor shall verify that the consignment note and other carriage documents are consistent with the transport order received, in particular as regards the type, quantity or weight of the Goods, their marks and numbers, the apparent condition of the Consignment and its packaging, as well as the consignee's address, company name and contact person. In the event of any discrepancies or if the contents of the carriage documents are unclear or cannot be verified due to the Driver's insufficient command of the relevant language, the Contractor shall refrain from commencing the carriage and shall immediately contact the Principal for instructions on how to proceed.
37. The Contractor shall ensure that the consignment note includes the details of the Principal as the main carrier, as well as the details of the Contractor (name and address) and, where applicable, of its subcontractor as successive carriers, confirmation of acceptance of the Consignment for carriage, details of the vehicle used to perform the carriage, including its registration number(s), details of the Driver or Drivers performing the carriage, including their full names and identity card numbers, and, unless otherwise provided in the specific terms of the transport order, the gross amount of the freight charge due to the Contractor for the performance of the carriage, entered in the field relating to unpaid carriage charges.
38. The Contractor shall verify that the Goods are consistent with the documentation, in particular as regards their quantity, weight, marks and numbers, and shall also verify their condition, the condition of their packaging and the state of preparation of the Consignment for carriage, including, in particular, the temperature of the Goods where the carriage is to be performed under temperature-controlled conditions. If the Contractor has any reservations in this respect, including where any defects, shortages or discrepancies in the load are identified, it shall enter such reservations, together with the reasons for them, on all copies of the consignment note before commencement of the carriage, obtain the loader's confirmation of such reservations in the consignment note, and contact the Principal before leaving the place of loading in order to obtain instructions on how to proceed. Failure to enter any reservations shall result in the Consignment

being deemed to have been accepted for carriage in accordance with the description contained in the consignment note, and in such case the Contractor shall not be entitled to rely on any exclusion of liability for damage to the Consignment identified upon delivery.

39. The Contractor shall verify that the loading performed by the loader, as well as the stowage and securing of the Goods, have been carried out correctly and, where necessary, shall secure the Goods for the duration of the carriage. If the Contractor has any reservations as to the correctness of the loading or stowage of the Goods, it shall enter such reservations, together with the reasons for them, on all copies of the consignment note before commencement of the carriage, obtain the loader's acknowledgement of such reservations in the consignment note, and contact the Principal in order to obtain instructions on how to proceed. If it is established that the Goods cannot be effectively secured for the duration of the carriage, the Contractor shall contact the Principal in order to obtain instructions on how to proceed. The Contractor shall be strictly liable for the proper stowage of the Goods and for securing them for the duration of the carriage.
40. The driver shall:
    a) have and wear, during loading and unloading, the required protective clothing (including, in particular, safety footwear with steel toe caps and work gloves), as well as a high-visibility vest, safety helmet and other personal protective equipment (such as safety glasses, an apron, protective cap, disposable gloves and shoe covers), and carry hand-sanitising wipes;
    b) comply with the internal rules and regulations governing conduct on the premises of the consignor and consignee;
    c) behave courteously and professionally both at the places of loading and unloading and in their immediate vicinity;
    d) take photographs or make a video recording documenting any damage identified during loading, carriage or unloading and, in addition, prepare a damage report specifying, in particular, the extent of the damage, the quantity of Goods damaged and the type of damage and, where possible, also the cause of the damage;
41. If it is not possible to assess the conformity of the consignment with the accompanying documentation, its condition, the condition of its packaging, its readiness for carriage, or the correctness of the loading carried out by the loading party, the Contractor shall refuse to commence the carriage and shall immediately contact the Principal. Where the Contractor's inability to verify the Consignment is limited to the number of items comprising it, the Contractor shall be entitled to commence the carriage after entering an appropriate reservation, confirmed by a representative of the loader, on all copies of the consignment note.
42. Where the loader prevents the Contractor from making the entries in the consignment notes referred to in points 35–39 and 41, or fails to acknowledge such entries in the consignment note, the Contractor shall refuse to commence the carriage and shall immediately contact the Principal in order to obtain instructions on how to proceed.
43. Unless otherwise specified in the transport order, the Contractor shall not itself carry out or assist with loading. It shall, however, observe the loading process and report to the Principal any concerns regarding the loading operations observed. Where the loader prevents the Contractor from attending the loading as an observer, the Contractor shall immediately inform the Principal thereof by telephone and additionally by text message.
44. The Contractor is prohibited from stacking the Consignment or placing any other items on top of it. Where the Principal gives its written consent (via a messaging application or e-mail), the Contractor shall properly secure the Consignment. If the Contractor fails to comply with the prohibition on stacking the Goods, the Principal shall be entitled to impose on the Contractor a contractual penalty equal to the freight charge.

XI. Carriage Security

45. The Contractor shall perform the carriage exclusively on international and national roads identified by one-, two- or three-digit route numbers, except for access roads leading to the places of loading and unloading and where it is not possible to use such roads, in particular due to diversions or road closures imposed by the police or other authorised public authorities (e.g. as a result of a road accident, other hazard or force majeure).
46. The Driver shall take particular care to protect the vehicle together with the Consignment against theft by forcible entry.
47. The Driver shall not leave the Means of Transport together with the Goods unattended. Leaving the Means of Transport together with the Goods unattended shall mean the Driver physically leaving the cab of the Means of Transport and leaving the vehicle together with the Goods outside:
    a) a secure guarded parking area; or
    b) a parking area located on the premises of a petrol station, hotel, motel, bar or restaurant; or
    c) a parking area located directly alongside a national road, motorway or expressway; or
    d) a parking area located at a customs or border terminal; or
    e) a parking area designated by the police or other authorised public authorities.
48. Leaving the Means of Transport together with the Goods shall not be deemed to constitute Leaving the Means of Transport Unattended where it results from:
    a) regulations governing Drivers' working time, provided that any stop during a Driver's break shall take place in a parking area designated for lorries and illuminated at night;
    b) regulations governing the taking of weekly rest periods in vehicle cabs, provided that the Means of Transport together with the Goods is left:
        - in a parking area located on the premises of the hotel, motel or other accommodation facility where the Driver is staying, no more than 600 metres from the Driver's place of accommodation; or
        - where the hotel has no parking facilities or no parking spaces are available, in an illuminated parking area designated for lorries, located at a petrol station, motel, hotel, restaurant, bar, customs office, border crossing or ferry terminal situated along the route of carriage, no more than 600 metres from the Driver's place of accommodation;
    c) obligations relating to loading, additional loading and unloading, including while awaiting the commencement of such operations;
    d) the need to complete border, financial and customs formalities relating to the performance of the carriage;
    e) the need to complete formalities relating to a ferry crossing;
    f) the need to refuel or charge the vehicle and/or replace operating fluids, provided that such activities are carried out at a petrol station or in a parking area designated for lorries and illuminated at night;
    g) the need to use toilet facilities, provided that the stop for this purpose takes place at a petrol station or in a parking area designated for lorries and illuminated at night;
    h) a sudden deterioration in weather conditions making it impossible to continue the journey safely;
    i) the Driver's sudden illness or fainting, documented by a doctor, provided that such illness or fainting is confirmed by the medical services that provided the Driver with the necessary assistance;
    j) the need to call for assistance following a breakdown or road accident;
    k) compliance with instructions issued by the police or other authorised public authorities;
    l) the need to provide assistance to victims of a road accident to the extent required by law;
    m) leaving the Means of Transport together with the Consignment in a secure guarded parking area.

    Where the Means of Transport together with the Goods is left for any of the reasons specified in points 47(a), (f) or (g), it shall be left in an illuminated parking area designated for lorries, located along the route of carriage directly alongside a national road, motorway or expressway.

Whenever the vehicle together with the Consignment is left in any of the circumstances specified above, this shall be permitted only on the strict condition that, before leaving the vehicle, the Driver secures it to the maximum extent possible by removing the ignition key, locking all locks, closing any other openings through which access to the Goods or the vehicle could be gained, and activating the alarm systems or other security devices fitted to the vehicle and semi-trailer.

49. Leaving the Means of Transport together with the Goods in a secure guarded or supervised parking area shall also not be deemed to constitute Leaving the Means of Transport Unattended, provided that the parking facility provides such a service and issues the Contractor with a receipt confirming that the Means of Transport has been accepted into custody or placed under supervision, and provided that the area is demarcated, fenced, closed and illuminated at night, supervised 24 hours a day, and equipped with entry and exit barriers preventing a vehicle from entering or leaving without the permission of the person supervising the parking area.
50. When leaving the Means of Transport, the Driver shall take the carriage documents and the vehicle documents with them.
51. When leaving the Means of Transport, the Driver shall carry out all of the following actions:
    a) lock the Means of Transport using all available locks and take the key with them;
    b) activate the alarm systems installed in the vehicle or any other anti-theft security devices fitted to the Means of Transport;
    c) fully close all windows and all other openings.
52. Where the Contractor's liability insurance contract imposes more stringent requirements concerning carriage security, the Contractor shall comply with the requirements set out in that insurance contract.
53. The burden of proving the circumstances referred to in points 47–50 shall rest with the Contractor.
54. Where the Driver remains in the cab, regardless of whether the Driver is asleep or awake, the vehicle shall be deemed to be under the Contractor's supervision.

XII. Delivery of the Consignment

55. When delivering the Consignment to the consignee, the Contractor shall ensure that:
    a) the Consignment is delivered to the consignee's business premises or place of residence specified by the consignor in the consignment note;
    b) the Consignment is delivered to an adult person indicated in the carriage documents and present at the address specified in the consignment note, whose identity has been verified by the Contractor;
    c) the person receiving the Consignment acknowledges the receipt by means of a legible signature;
    d) the acknowledgement of receipt additionally bears:
        - where the consignee is a business undertaking: the company stamp, together with the full name and position of the person receiving the Consignment at the consignee's business;
        - where the consignee does not conduct business activity: the number of the consignee's identity card or other identity document; such identity card or other identity document shall be presented to the Contractor, and the Contractor shall verify the consignee's details against that document.

If, upon receipt of the Consignment, the consignee raises any reservations as to its condition, the consignee should enter such remarks in the consignment note. If the consignee fails to do so, the Driver should, where possible, take photographs of the Consignment in respect of which the consignee has raised reservations.

56. The Contractor shall:
    a) immediately inform the Principal if the consignee refuses to accept the Consignment or if any other problems arise in connection with receipt of the Consignment, request appropriate instructions and, in such circumstances, refrain from leaving the place of unloading until instructions have been received from the Principal;
    b) ensure that the Goods have been unloaded in full;

c) ensure that the date of receipt of the Consignment is entered in the consignment note;
d) inspect the condition of the Consignment jointly with the consignee at the time of delivery and ensure that the consignment note contains a record of the inspection and its results;
e) immediately notify the Principal of any reservations concerning the condition of the Consignment raised at the time of delivery to the consignee;
f) immediately notify the Principal where the consignee has made an entry in the consignment note which the Driver has not understood due to an insufficient command of the relevant language or for any other reason.

57. The Contractor should comply with the following rules governing the exchange of pallets:
    a) where pallets or Gitterboxes are required to be exchanged at the place of loading, the Contractor shall confirm the exchange by means of an original pallet receipt or another appropriate document. Failure to exchange the pallets/Gitterboxes shall result in the imposition of a contractual penalty of EUR 25.00 per pallet and EUR 100.00 per Gitterbox. Failure to provide the original pallet receipt confirming the exchange of pallets/Gitterboxes within 14 days from the date of performance of the service shall be treated as a failure to exchange them and shall result in the imposition of the contractual penalties specified above;
    b) where pallets/Gitterboxes are required to be returned to the loader, the Contractor undertakes to return them within 10 days from the date of performance of the service and to document the return by means of an original pallet receipt or another appropriate document. Failure to meet the above time limit, failure to provide documents confirming the return of the pallets/Gitterboxes within 24 days from the date of performance of the service, or failure to return the pallets shall result in the imposition of a contractual penalty of EUR 25.00 per pallet and EUR 100.00 per Gitterbox;
    c) where there is no obligation to exchange pallets/Gitterboxes at loading or unloading, or at both locations, the Contractor undertakes to obtain, at the location where no exchange obligation applies (or at another location specified in the transport order), an original pallet receipt or another appropriate document confirming that no exchange of pallets/Gitterboxes took place. Failure to provide documents confirming that no exchange of pallets/Gitterboxes took place within 24 days from the date of performance of the service shall result in the imposition of a contractual penalty of EUR 25.00 per pallet and EUR 100.00 per Gitterbox. The Driver's signature on the pallet receipt shall constitute confirmation of receipt of the number and type of pallets specified in that document and of the absence of any reservations as to their quality. Any discrepancies in the quality or quantity of pallets evidenced by the above records may constitute grounds for the Principal to pursue claims.
58. Unless otherwise specified in the transport order, the Contractor shall not itself carry out or assist with unloading. The above provision shall not prohibit the Contractor from being present during unloading as an observer.

XIII. Communication and Cooperation

59. The Contractor shall ensure that the Principal has continuous, direct and uninterrupted telephone contact with the Driver performing the carriage under the Contract on behalf of the Contractor. The Driver should have at least a fully operational mobile phone capable of sending and receiving MMS messages. In the event that the driver performing the contract on behalf of the Contractor cannot be contacted for more than 30 minutes, the Principal shall be entitled to demand that the Contractor pay a contractual penalty of EUR 50 for each breach.
60. The Contractor shall inform the Principal every 12 hours, and upon each request of the Principal, of the approximate location of the vehicle and the Consignment. Where the vehicle is equipped with a tracking system enabling its location to be determined in real time, the Contractor shall provide the Principal with precise information on the vehicle's location or grant the Principal access to that system. Each failure to

provide the required information at the time when it should have been provided shall constitute a separate breach of the above obligation.

61. In the event of any complications arising during the performance of the carriage, including in particular the circumstances referred to in points 36, 38, 39, 41 and 42 of these GTC, a breakdown of the Means of Transport preventing the safe and lawful continuation of the carriage, a road accident involving the Means of Transport used to perform the carriage, or where it is established that the carriage cannot be performed in accordance with its terms, the Contractor shall contact the Principal immediately, and in any event within one hour at the latest, using the telephone number specified in the transport order. If the Contractor experiences difficulties in establishing contact using the telephone number specified in the transport order, it shall use all other available means of communication, including the e-mail addresses and telephone numbers listed on the Principal's then-current website and, where possible, shall confirm that the Principal has been informed of the complication encountered by sending a text message or e-mail. The Contractor shall bear full liability for any acts undertaken or omissions made without consulting the Principal and obtaining its consent, including, in particular, all costs arising in connection with such acts or omissions, without prejudice to the imposition on the Contractor of any contractual penalty provided for in these GTC.
62. In the event of a road accident or upon discovering theft or a break-in to the vehicle, the Contractor shall, irrespective of its obligation to contact the Principal, notify the competent authorities (e.g. the police) and provide the Principal with any documents obtained from them. The Contractor shall also provide the Principal with all information enabling the identification of the authority conducting the proceedings in the matter and of the proceedings themselves, including, in particular, the name and address of the authority and the reference number under which the proceedings are being conducted.
63. The Contractor shall comply with all instructions received concerning the handling of the Consignment during its acceptance for carriage and during the performance of the carriage, as well as the manner in which the Consignment is to be secured, as specified in the transport order or arising from applicable procedures, practices or customs.
64. The Contractor agrees to carry out all instructions given by the Principal during the carriage and to implement amendments to the originally concluded Contract, even without production of the first copy of the consignment note, provided that such instructions and amendments are communicated in documentary form, subject to the provisions of point 65. The Contractor shall comply with instructions communicated to it in the aforementioned form.
65. The Contractor shall not be required to comply with instructions or implement amendments to the Contract where compliance with such instructions or implementation of such amendments is impossible or would interfere with the normal operation of the Contractor's business. Compliance with instructions within a time frame allowing the originally commissioned carriage to be performed, taking into account the additional time allowance for unloading free of detention charges provided for in point 26, shall not be deemed to interfere with the normal operation of the Contractor's business.
66. Where the need to comply with instructions or to amend the original Contract does not arise from circumstances for which the Contractor is responsible, the Contractor shall be entitled to additional remuneration proportionate to the increase in the distance it is required to travel in order to perform the transport order. Such remuneration shall be payable within the same time limit as the basic remuneration. Where compliance with the instructions or an amendment to the original Contract results in a reduction in the distance the Contractor is required to travel in order to perform the transport order, the remuneration shall be reduced proportionately.
67. The Contractor shall immediately (i.e. within 30 minutes of the occurrence of the relevant event) inform the Principal that loading has been completed and that unloading has been completed. Such information shall be provided in documentary form (i.e. by SMS, via the messaging function of the transport exchange platform, by e-mail or by fax). Immediately after unloading, and in any event no later than 30 minutes after its completion, the Contractor shall send the Principal's freight forwarder a photograph or scan of the CMR

consignment note relating to the transport order being performed by the Contractor, together with the Contractor's contact details and the number of the transport order received. Any breach of the obligations set out in this point shall entitle the Principal to impose on the Contractor a contractual penalty of EUR 50.

68. The Contractor shall immediately inform the Principal of any event giving rise to the Principal's liability for damages arising out of a Contract performed with the participation of the Contractor, including in particular, but not limited to, damage to the Consignment. In each such case, the Contractor shall also:
    a) use all means available to it to prevent the damage or mitigate its extent;
    b) immediately notify the police where there are reasonable grounds to suspect that the damage resulted from a criminal offence or where it arose as a result of a road accident;
    c) cooperate with the Principal in establishing all the circumstances of the event giving rise to the Principal's liability for damages, including by providing all information and documents requested by the Principal and necessary to identify the party liable for the damage and to establish the circumstances of the event;
    d) at the Principal's request:
        - report the damage to its insurer within 7 days from the date on which the Principal communicates the request;
        - provide the Principal, within 14 days from the date on which the Principal communicates the request to report the damage, with the reference number under which the damage was registered by the Contractor's insurer;
        - provide the Principal, within 21 days from the date on which the Principal communicates the request, with the documents and information necessary for the claims handling process with the insurer, such as tachograph records covering the entire period of carriage under the relevant transport order, detailed GPS records covering the entire period of carriage, a written statement from the Driver concerning the carriage performed, including the occurrence and extent of the damage, copies of the registration documents for the vehicle/vehicle combination, copies of the Driver's documents confirming the qualifications required to work as a Driver, and a copy of the agreement concluded between the Contractor and the Driver.

XIV. Carriage Documentation

69. The payment period for the remuneration due to the Contractor for the performance of the Contract shall be 30 days, unless the Contract provides otherwise, and shall be calculated from the date of verification of the quality of the service performed by the Contractor in accordance with Article 9 of the Act on Counteracting Excessive Delays in Commercial Transactions. The quality of the service shall be verified on the basis of evidence of performance of the service provided by the Contractor, in particular the carriage documents submitted by the Contractor to the Principal in a form enabling the Principal to review their contents, including, in particular, any entries, dates, stamps and signatures appearing thereon. The date of payment shall be deemed to be the date on which the Principal issues the bank transfer instruction for the amount due to the Contractor.
70. The Principal stipulates that the issuance of a VAT invoice by an entity other than the Contractor shall result in payment being withheld until the Principal receives a correctly issued VAT invoice. The date of performance of the service (date of sale) shall be deemed to be the date of unloading stated in the CMR consignment note. The Principal shall not be liable for any exchange-rate differences arising in connection with transfers made in a currency different from the currency of the bank account to which the transfer is made, or vice versa, and each party to the transaction shall bear the charges imposed by its own bank.
71. The Contractor shall issue invoices in accordance with the following requirements:

a) where the freight charge has been agreed in a foreign currency, the invoice shall be issued in PLN using the average exchange rate published by the National Bank of Poland (NBP) on the day preceding the date of completion of the service (i.e. the date of unloading as stated in the CMR consignment note);
b) where the transport order provides that the freight charge is payable in GBP/EUR, for VAT purposes the PLN equivalent shall be calculated on the invoice using the average exchange rate published by the National Bank of Poland (NBP) on the day preceding the date of completion of the service (i.e. the date of unloading as stated in the CMR consignment note). The invoice shall additionally state the number of the relevant exchange-rate table and the exchange rate applicable on that date;
c) the amount stated on the invoice shall also be expressed in words;
d) the invoice shall state, in the remarks section, the number of the transport order to which it relates. The Contractor shall issue a separate invoice for each transport order, no later than the end of the relevant month;
e) the invoice shall be issued in the month in which the service is completed, unless the date of completion of the service falls within the last three days of the month, in which case the invoice may be issued in the following month;
f) the invoice shall contain a statement that the assignment of receivables is prohibited;
g) the bank account number corresponding to the currency of payment shall be clearly stated and, in the case of payments in EUR/GBP, the relevant SWIFT code of the Contractor's bank shall also be provided.

Any breach of any of the obligations set out in this point shall entitle the Principal to impose on the Contractor a contractual penalty equal to 10% of the gross freight charge.

72. Providing the Principal with the original carriage documents constitutes a key obligation of the Contractor, as such documents are used as documentary evidence of carriage in court and administrative proceedings. Accordingly, the Contractor shall provide the Principal with:
    a) within 72 hours from the date of unloading – legible copies in PDF format of all carriage documents accompanying the Consignment, in a form enabling the Principal to review their contents, including, in particular, any entries, dates, stamps and signatures appearing thereon. The documents shall contain legible dates of loading and receipt, as well as legible signatures and stamps of the loader and consignee. Failure to provide documents meeting the above requirements within the specified time limit shall result in the imposition of a contractual penalty equal to 2% of the gross freight charge for each day of delay, with a minimum amount of EUR 25, provided that the total amount of the contractual penalty shall not exceed the gross freight charge. Irrespective of the contractual penalty, the Principal shall retain the right to claim additional compensation in accordance with the general principles of law, to the extent that the loss exceeds the amount of the contractual penalty stipulated herein.
    b) within 14 days from the date of unloading – the originals of all carriage documents accompanying the Consignment. The documents shall contain legible dates of loading and receipt, as well as legible signatures and stamps of the loader and consignee. Failure to provide documents meeting the above requirements within the specified time limit shall result in the imposition of a contractual penalty equal to 1% of the gross freight charge for each day of delay, with a minimum amount of EUR 25, provided that the total amount of the contractual penalty shall not exceed the gross freight charge. Alternatively, the Principal may opt to extend the invoice payment term to 90 days from the date of delivery of the complete set of original documents. Irrespective of the contractual penalty and choice of sanctions, the Principal shall retain the right to claim additional compensation in accordance with the general principles of law, to the extent that the loss exceeds the amount of the contractual penalty stipulated herein.
73. In the event of loss of documents relating to the carriage, the Contractor shall pay a contractual penalty equal to 130% of the gross freight charge. Failure to provide the Principal with the requested documents within 30 days from the date of completion of the carriage shall be deemed to constitute loss of such documents.
74. In the case of carriage to countries of the Commonwealth of Independent States, the CMR consignment note shall bear the stamps "TOWAR POSTUPIŁ" and "WYPUSK RAZRESZEN", as well as the date, signature and

stamp of the consignee. Within 24 hours after unloading, the Contractor shall send the Principal, by fax or e-mail, a copy of the CMR consignment note to verify that the correct stamps have been affixed.

75. Where a customs procedure is applied during the carriage, the Contractor shall submit, together with the invoice, a document certified by the competent customs authority confirming the proper completion of that procedure (e.g. SAD, EX1, T-1). Failure to provide such documents shall require the Contractor to reimburse the Principal for all costs arising from charges imposed on the Principal by a customs authority, tax authority or any other entity.

XV. Subcontractors

76. The Contractor shall perform the transport order personally. The Contractor may subcontract the performance of the carriage entrusted to it to a third party (including a carrier that regularly cooperates with the Contractor) only with the Principal's prior express consent given in documentary form. In particular, without such consent given in the aforementioned form, the Contractor shall not post transport orders entrusted to it on transport exchanges or transport auctions.
77. Where the Contractor subcontracts the performance of the carriage entrusted to it to a third party, after obtaining the consent referred to in point 76, the Contractor shall select a third party that:
    a) holds all licences, concessions and/or permits required by law to conduct such activities, to the extent necessary for the performance of the carriage operations entrusted to it;
    b) holds insurance meeting the requirements set out in point 5 of these GTC;
    c) has at its disposal appropriate Means of Transport meeting the requirements set out in these GTC;
    d) has provided documents forming the basis for its carriage activities, including an entry in the business activity register or an extract from CEIDG or the National Court Register (KRS), NIP (Tax Identification Number) and REGON (Business Registration number) details, as well as any permits and/or licences required to conduct carriage activities.
78. When subcontracting the carriage of Goods to a third party, the Contractor shall, on each occasion, verify the carrier and check its reliability by carrying out the following:
    a) where the carriage is subcontracted to a Polish entity:
        - check the carrier and its reliability using websites, applications or online portals providing access to the information specified below from the relevant authorities and institutions, and check and verify the documents presented by the carrier evidencing its business registration and status, including at least: an entry in the business activity register – in the ICT system of the Central Register and Information on Economic Activity (CEIDG), in the case of natural persons conducting business activity, via https://prod.ceidg.gov.pl; or an extract from the National Court Register (KRS), in the online database of the National Court Register at https://ekrs.ms.gov.pl/web/wyszukiwarka-krs, in the case of entities subject to registration in the KRS; as well as its NIP and REGON details in the online REGON database;
        - verify the carrier's road transport licence on the website of the Bureau for International Transport of the Chief Inspectorate of Road Transport at https://www.gitd.gov.pl/dla-przedsiebiorcow/licencjezezwolenie-na-wykonywanie-zawodu-przewoznika-drogowego/przewoz-rzeczy/wykaz-waznych-decyzji-administracyjnych/ and, in the case of a Community licence for the carriage of goods, at https://kreptd.gitd.gov.pl/
        - each time, irrespective of how many times the Contractor subcontracts carriage to the same carrier, check and verify that the carrier is registered as an active VAT taxpayer;
    b) where the carriage is subcontracted to a foreign entity:
        - verify the carrier in business registers maintained by public authorities in the country of the carrier's registered office or registration, for example via the European e-Justice Portal: https://e-justice.europa.eu/content_business_registers_in_member_states-106-pl.do

- check the carrier through the VIES system in order to verify its **VAT** identification number, in the case of business entities registered in the European Union: https://ec.europa.eu/taxation_customs/vies/?locale=pl

c) on each occasion, verify, by telephone or e-mail, the road carrier's liability insurance contract with the insurance company that issued it (or with the carrier's insurance agent or broker), including the insurance period, the validity of the policy, payment of the insurance premium and whether the scope of insurance cover is appropriate for the relevant transport order, provided that the policy must remain valid for at least one week after the scheduled date of unloading. The Contractor shall record the telephone number, the date of the conversation, the surname of the person spoken to and the full name of the person providing the confirmation. If the insurance company refuses to confirm the carrier's liability insurance policy, the Contractor shall document this fact in a written note stating the telephone number, the date, the full name of the person spoken to and the reason for the refusal. If confirmation cannot be obtained for any other reason, the Contractor shall prepare a note stating the telephone number and the reason why confirmation could not be obtained;

d) on each occasion, verify the carrier's reliability on the basis of the documents presented, by contacting the carrier's head office and companies providing references for that subcontractor by telephone. This shall include, on each occasion, contacting the carrier using a landline telephone number or, where no landline number is available, a mobile telephone number published on the carrier's website, in publicly available business directories (e.g. Panorama Firm, PKT, Money, etc.) or on a transport exchange (in the latter case, only for carriers registered on the exchange for at least 6 months), in order to obtain confirmation that the carrier contacted the Contractor regarding the transport order and to confirm that an offer to perform the carriage was submitted or that the transport order was accepted. It is recommended that the Contractor should establish the telephone number independently, for example using online sources, and record the surname of the person spoken to after the conversation.

e) on each occasion, ensure that the person authorised to collect the Consignment on behalf of the subcontractor is identified by name in the carriage documents (including the consignment note, freight forwarding order, transport order and other relevant documents), together with details of their identity document (identity card or passport) and the registration number of the vehicle, and that such person is verified against their identity document and the registration certificate of the vehicle specified in the carriage documents;

f) where the person submitting an offer to perform the carriage on behalf of the carrier initiates contact using an e-mail address that is not listed in the carrier's account on the transport exchange platform, differs from the e-mail address listed in the carrier's transport exchange account, or where the carrier does not have an account on any transport exchange, the Contractor shall: (i) verify, using the Internet (e.g. the carrier's website or online business listings) or other sources, the business e-mail address and landline or mobile telephone number of the carrier whose details are specified in the documents received from the person submitting the offer to perform the carriage; and (ii) contact that carrier and confirm the authenticity of the offer to perform the carriage, either by preparing a note recording the details of the person spoken to (full name and telephone number) or by obtaining confirmation from the carrier by e-mail that the offer to perform the carriage was submitted.

79. Where the Contractor subcontracts the performance of the carriage entrusted to it to a third party, the Contractor shall include in its agreement with the subcontractor provisions requiring the subcontractor to comply with these GTC, in particular with respect to:
    a) the obligation to comply with the laws and regulations referred to in point 4 of these GTC;
    b) the obligation to perform the carriage itself;
    c) the rules governing delivery of the Consignment to consignees;
    d) securing the vehicle against theft by forcible entry;
    e) the rules governing detention of the Means of Transport together with the Consignment;

f) the obligation to expressly inform the subcontractor that it is prohibited from subcontracting the carriage to any further carriers;
g) the subcontractor's obligation to enter its own details (company name and address) in the consignment note or affix its company stamp to the consignment note, as well as to enter the details (company name and address) of the entity that commissioned the subcontractor, the registration numbers of the vehicles used for the carriage, and to confirm acceptance of the Consignment for carriage by means of the Driver's signature.

80. The Contractor shall bear full liability for its subcontractors, any further subcontractors, and all persons performing the carriage commissioned to the Contractor by the Principal. Such liability shall not be affected by the solvency of any of the persons referred to above. The Principal may pursue recourse claims against the Contractor even where the Contractor did not itself cause the loss or damage.
81. In the event of loss or damage arising in connection with the carriage or as a result of delay, the Principal shall be entitled to recover from the Contractor the costs of making good such loss or damage from the moment the Principal itself is called upon to compensate for it, even if the Principal has not yet made good such loss or damage.
82. In international carriage, by taking over the Consignment and the consignment note, the Contractor shall also do so on behalf of the Principal and shall thereby become a successive carrier within the meaning of Article 34 of the CMR Convention and a party to the original contract of carriage on the terms set out in the consignment note, acting both on its own behalf and on behalf of the Principal. The provisions of points 79–81 of these GTC modify the rules laid down in Article 37 of the CMR Convention.

XVI. Trade Secrets and Unfair Competition

83. The Contractor acknowledges that all information relating to the carriage, including the details of the consignor, consignee and the Principal's contracting party, routes and freight rates, constitutes a trade secret of the Principal. The Contractor undertakes to keep confidential any information constituting a trade secret and, without the Principal's prior written consent, failing which such consent shall be null and void, not to disclose such information to any third parties, including other freight forwarders and carriers, or use it for any purposes other than those arising from the Contract, both during the performance of the Contract and for a period of 3 years following its completion. In the event of a breach of the above obligation, the Contractor shall pay a contractual penalty of EUR 10,000.
84. The Contractor is prohibited from disclosing to any third parties, including other freight forwarders and carriers, the Principal's contracting parties, consignors and consignees of Consignments, and entities engaged in debt collection activities, any information concerning the status of settlements between the Principal and the Contractor, including the amount of remuneration due to the Contractor, payment terms, outstanding indebtedness and any other financial information concerning the Principal.
85. The Contractor is prohibited from disseminating false or misleading information concerning the Principal and/or the business conducted by the Principal. Such information shall include, in particular, false or misleading information concerning persons managing the business, Goods produced or services provided, prices charged, and the Principal's economic or legal position. The above prohibition shall apply to the dissemination of information through any means of communication, including, in particular, mass media and electronic means of communication such as websites, online forums, e-mail, social networking services, specialist industry websites and industry transport exchanges. In respect of the matters referred to above, the burden of proving the truthfulness of its statements shall rest with the Contractor.
86. In the event of a breach by the Contractor of any of the obligations set out in points 84 and 85 of these GTC, the Principal shall be entitled to impose a contractual penalty of PLN 10,000 for each breach.
87. From the time the Contractor confirms acceptance of the transport order under the Contract concluded with the Principal, and for a period of 24 months following the end of that Contract, the Contractor shall refrain

from submitting offers directly to the Principal's contracting parties or performing carriage for them without the involvement of the Principal.

a) the submission of offers directly to the Principal's contracting parties, or the performance of carriage for them without the involvement of the Principal, by entities having personal or capital links with the Contractor;
b) the submission of offers directly to the Principal's contracting parties, or the performance of carriage for them without the involvement of the Principal, by subcontractors engaged by the Contractor to perform carriage for the Principal, provided that this prohibition shall apply only in relation to those contracting parties of the Principal for whom the relevant subcontractor performed carriage under the Contract concluded between the Principal and the Contractor.

The remuneration due to the Contractor under the Contract concluded with the Principal shall also cover the Contractor's obligation to comply with the provisions of this point (prohibition on acts of unfair competition).

88. For the purposes of point 87 of these GTC, a contracting party of the Principal shall mean an entity that commissioned the Principal to perform the carriage which was subsequently entrusted to the Contractor. A contracting party of the Principal shall also include any entity at whose premises loading or unloading takes place in the course of performing the transport order entrusted to the Contractor, any entity identified in the consignment note as the consignor, consignee or carrier in connection with the performance of the transport order entrusted to the Contractor, as well as any entity which the Contractor knows to have commissioned the Principal to perform the carriage subsequently entrusted to the Contractor. If, during the period referred to in point 87 of these GTC, the Contractor intends, either directly or through persons or entities having personal or capital links with it, to establish cooperation of the type described in point 87 with any of the entities referred to in the preceding sentence, and the Contractor does not know whether that entity commissioned the Principal to perform the carriage subsequently entrusted to the Contractor, the Contractor shall submit a written enquiry to the Principal as to whether the Contractor is bound by the prohibition on acts of unfair competition in relation to that entity. If the Principal fails to respond within 7 business days, the Contractor shall be released from the obligation set out in point 87 in relation to the entity concerned by the enquiry.
89. A person or entity having personal or capital links with the Contractor shall mean:
    a) any entity holding an interest of more than 10% in the Contractor's capital;
    b) any entity in which the Contractor holds an interest of more than 10%;
    c) any entity that, together with the Contractor, is a partner in a partnership;
    d) any entity that is a partner in the Contractor where the Contractor is a partnership;
    e) members of the governing bodies of the Contractor where the Contractor is a capital company;
    f) cooperatives and associations in which the Contractor is a founding member or a member of a governing body;
    g) the Contractor's ascendants and descendants, siblings and first-degree relatives by affinity, as well as those of any of the persons or entities referred to above;
    h) any entity in which the persons referred to in points (e) and (f) hold more than 10% of the share capital, where such entity is a capital company, in which such persons are partners, where such entity is a partnership, or in which such persons are founding members or members of governing bodies.
90. In the event of a breach by the Contractor of the obligation set out in point 87, the Principal shall be entitled to impose a contractual penalty of EUR 10,000 for each breach.

XVII. Liability and Contractual Penalties

91. If the Contractor is notified by the Principal or by a court of the commencement of court proceedings involving the Principal and concerning the proper performance of obligations relating to carriage performed by the Contractor or liability for loss or damage arising from such carriage, the Contractor shall intervene in such

proceedings as a third-party intervener in support of the Principal. In the event of a breach of the above obligation, the Contractor shall pay a contractual penalty of EUR 10,000.

92. The Contractor shall be liable to the Principal for any loss or damage suffered by the Principal as a result of the Contractor's breach of the obligations set out in point 29. In particular, the Contractor shall reimburse the Principal for all amounts assessed against the Principal by the competent customs authorities or other entities in connection with the Contractor's breach of such obligations.
93. The Contractor shall be liable to the Principal for any failure to comply with the laws and regulations referred to in point 4. In particular, the Contractor shall reimburse the Principal for all amounts assessed against the Principal by the competent authorities or other entities in connection with the Contractor's failure to comply with such laws and regulations.
94. In addition to the cases expressly provided for in these GTC, the Principal shall be entitled to impose on the Contractor a contractual penalty equal to the gross freight charge in the event of:
    a) failure by the Contractor to perform the carriage;
    b) failure to collect all or part of the Consignment for reasons attributable to the Contractor;
    c) withdrawal by the Principal from the Contract for reasons attributable to the Contractor;
    d) breach by the Contractor of any of the obligations set out in points 8–16, 19–21, 28–33, 34–51, 55–56, 58, 60–63 and 76–78, provided that a separate contractual penalty may be imposed for each breach;
    e) any of the representations made by the Contractor in point 18(a)–(g) proving to be untrue;
    f) the Contractor providing false information concerning the course of performance of the Contract, including, in particular, the location of the vehicle, the circumstances in which damage to the Goods occurred or the circumstances giving rise to delay.
95. In the event of late presentation of the vehicle at the place of unloading, the Principal reserves the right to impose a contractual penalty:
    - in the case of domestic carriage, equal to twice the gross freight charge;
    - in the case of cabotage carriage, equal to three times the gross freight charge.
96. The total amount of contractual penalties arising under point 93 in respect of a single transport order shall not exceed three times the gross freight charge. Where contractual penalties are imposed on the Contractor in respect of several breaches, the Principal shall not be required to specify the proportions in which the penalties attributable to the individual breaches make up the total contractual penalty imposed on the Contractor. Such contractual penalty shall be due provided that it does not exceed the aggregate amount of all contractual penalties due in respect of the individual breaches. Otherwise, the contractual penalty shall be reduced accordingly.
97. In the case of obligations requiring the Contractor to act, the Contractor shall bear the burden of proving that the relevant obligation has been performed. The Principal shall be entitled to impose a contractual penalty whenever the Contractor fails to provide evidence that the obligation has been performed.
98. In the event of non-performance of the Contract by the Principal, the Principal shall be liable for any documented loss suffered by the Contractor, provided that such liability shall not exceed EUR 100 in the case of international carriage and PLN 100 in the case of domestic carriage, subject to the following sentence. Where the vehicle is presented for loading but the transport order cannot be performed due to the absence of the load, the Contractor shall be entitled to a contractual penalty payable by the Principal in the amount of EUR 100 in the case of international carriage and PLN 100 in the case of domestic carriage. The basis for imposing the contractual penalty shall be a document endorsed by the loader, bearing at least the loader's stamp and confirming the absence of the Goods at the place of loading. A debit note issued in respect of compensation or a contractual penalty shall be payable within the payment period applicable to the remuneration.
99. The Contractor's obligation to pay contractual penalties provided for in the Contract between the Principal and the Contractor and in these GTC shall be independent of the occurrence of any loss or damage and shall not preclude the Principal from claiming supplementary damages under the general principles of law. Where

the Principal has imposed contractual penalties on the Contractor in respect of several breaches without specifying the proportions in which the penalties attributable to the individual breach make up the total contractual penalty, then, for the purposes of any claim by the Principal for supplementary damages in respect of loss or damage caused by a specific breach, the contractual penalty for that breach shall be deemed to have been imposed on the Contractor in the full amount provided for in these GTC.

100. The Contractor shall bear strict liability for compliance with the obligations set out in the Contract with the Principal and in these GTC, and such liability shall be excluded only in the event of force majeure or the sole fault of the Principal.

101. The Contractor's Employees shall not be authorised to acknowledge any claims of the Contractor against the Principal or to acknowledge the Principal's liability towards the Contractor to any extent, unless they present a specific written power of attorney granted by a person authorised to represent the Principal and entered as such in the Register of Entrepreneurs of the National Court Register (KRS).

102. Where the Contractor is charged with any contractual penalty provided for in these GTC or any claims are asserted against it in connection with the non-performance or improper performance of the Contract, the Principal shall be entitled to impose on the Contractor an administrative fee of EUR 50.

103. The Contractor shall cover the costs of reasonable legal assistance obtained by the Principal in connection with the Contractor's performance of the Contract. Reasonable legal assistance shall include, in particular, assistance provided in connection with:
    a) pursuing justified claims against the Contractor for performance of the Contract or arising from the non-performance or improper performance of the Contract;
    b) defending the Principal against unjustified claims asserted by the Contractor.

    The Principal's costs referred to above shall also include the costs of proceedings, including the costs of legal representation in court proceedings, to the extent that such costs have not been awarded to the Principal against the Contractor. The Principal's reasonable costs shall include fees paid by the Principal to its advisers and legal representatives, unless the Contractor demonstrates that, taking into account market rates and the amount of work involved, such fees are grossly excessive.

104. Where the claims referred to in point 103(a) and (b) prove to be partially justified, the Contractor shall cover the Principal's costs in the proportion corresponding to the extent to which the Principal's position is ultimately found to be justified.

105. Any breach by the Contractor of the obligations set out in points 29–33 shall exclude any liability of the Principal for loss or damage suffered by the Contractor as a result of the performance of the carriage, including, in particular, penalties imposed on the Contractor, costs arising from the detention of vehicles and loss of profit suffered by the Contractor.

106. The Contractor shall be liable for the costs of disposal of the Consignment resulting from the non-performance or improper performance of the Contract, including costs resulting from damage to the Consignment during carriage or from delay in delivery, irrespective of whether the Consignment has been delivered and handed over to the consignee, returned to and accepted back by the consignor, or remains under the Contractor's control.

107. The Parties agree that gross negligence on the part of the Contractor, including within the meaning of Article 29 of the CMR Convention, shall include, in particular, the following conduct:
    a) failure to comply with road traffic safety rules;
    b) engaging a subcontractor without the Principal's consent;
    c) failure to verify a subcontractor in accordance with the requirements of the transport order;
    d) failure to request instructions from the Principal;
    e) failure to take measures to mitigate loss or damage;
    f) breach of the provisions of these GTC concerning stops of the Means of Transport while carrying the Consignment, including Leaving the Means of Transport Unattended in an unguarded parking area;
    g) the Means of Transport being driven by persons who do not hold the requisite authorisations;

h) failure to verify the contents of the consignment note, the condition of the Goods and their packaging;
i) handing over the Goods to unauthorised persons;
j) commencing carriage despite being aware that the Goods have been improperly stowed, secured or packaged, or despite it not being possible to secure the Goods properly for the duration of the carriage;
k) breach of the prohibition on additional loading, transhipment or unloading at another location without consent given in documentary form, as well as any loss or damage arising during any unauthorised additional loading, transhipment or unloading.

XVIII. Settlements

108. Given that, where the Contractor causes loss or damage to the Principal, the primary means of compensating the Principal for such loss or damage is by setting off the Principal's claims against amounts due to the Contractor, where the Principal submits a claim in respect of the improper performance of the Contract, the payment period for the freight charge shall be suspended until all matters relating to the determination of the extent and amount of the loss or damage and the person liable for it have been clarified, but in any event for no longer than 120 days from the due date of the relevant obligation. Such suspension shall also apply to freight charges arising from other Contracts under which the Contractor has performed carriage for the Principal, provided that these GTC applied to such Contracts. Where the Contractor demonstrates that the amount of the Principal's potential claims is lower than the amount of the freight charge whose payment period would otherwise be suspended, the suspension shall apply only to that part of the freight charge corresponding to the amount of the Principal's potential claims.
109. The Contractor agrees that any claims of the Principal may be set off against the Contractor's remuneration for services performed and against any other receivables held by the Contractor against the Principal, provided that the Principal's receivables submitted for set-off need not arise from the same legal relationship as the Contractor's receivables. Such set-off shall be regarded by the Parties as an ordinary means of performance by the Principal. Where the Principal has claims against the Contractor denominated in a foreign currency and the Contractor has claims against the Principal denominated in the Polish currency or another foreign currency, the Principal shall also be entitled to make a declaration of set-off. The Principal's claims shall be converted into the relevant currency using the average exchange rate published by the National Bank of Poland (NBP) on the date on which the Principal makes the declaration of set-off, before that declaration is served on the Contractor.
110. Without the Principal's prior consent given in writing, failing which such consent shall be null and void, by a person authorised to represent the Principal (including an authorised representative holding a specific written power of attorney granted by the Principal), the Contractor shall not be entitled to:
    a) transfer (assign) to another entity any receivable owed to it by the Principal on any grounds whatsoever, including, in particular, receivables arising from remuneration for the performance of carriage or from the improper performance of the Contract by the Principal, including ancillary claims and, in particular, the amounts referred to in Article 10(1) and (2) of the Act of 8 March 2013 on Counteracting Excessive Delays in Commercial Transactions;
    b) make an offer to enter into such an assignment agreement, including, in particular, by publishing an advertisement on a receivables exchange.
111. Persons acting at the Principal's place of business who enter into a Contract with the Contractor shall not be authorised to give the consent referred to in point 110 unless they satisfy the requirements set out in point 108. Any consent given in connection with the posting of a transport advertisement on the Trans.eu platform shall have no legal effect unless it satisfies the requirements set out in point 108.
112. In the event of a breach by the Contractor of the provisions of point 110, including, in particular, the listing of a receivable for sale on a receivables exchange, the Principal shall be entitled to impose on the Contractor a contractual penalty equal to the gross freight charge under the Contract from which the receivable that is or

is to be the subject of assignment arises. Where an assignment agreement is concluded, or an offer to enter into such an agreement is made, in respect of receivables arising from several Contracts, the contractual penalties shall be cumulative.

113. The amount specified in the transport order shall be final and shall include all costs related to the carriage, including, in particular, permits for the carriage of abnormal loads, road tolls, ferry costs, pilot vehicle services, costs of opening EX documents, customs clearance costs and convoy escort costs, etc. No other claims in respect of costs or charges incurred shall be recognised, except for those agreed in advance with the Principal and evidenced by the relevant original supporting documents. Where the Contractor's remuneration is transferred to a bank account held with a bank whose registered office is outside the European Union, the cost of the transfer shall be borne by the Contractor and shall be deducted from its remuneration. If, for reasons attributable to the Contractor, including, in particular, the loss by the Contractor of its status as an active VAT taxpayer, the Principal loses the right to deduct the VAT included in the Contractor's remuneration from the Principal's output VAT liability, the Principal shall be entitled to impose on the Contractor a contractual penalty equal to the amount of VAT that cannot be deducted. Such amount shall be deducted from the Contractor's remuneration.

XIX. Formation and Amendment of the Contract

114. The Contract shall be concluded on the basis of a transport order submitted by the Principal to the Contractor, as a result of acceptance of that transport order, at the moment when the Principal receives from the Contractor confirmation of acceptance of the transport order for performance.
115. Acceptance of the transport order shall be confirmed in documentary form, i.e. by e-mail sent to the address specified in the transport order, by fax, SMS, instant messaging service, online portal or by any other means enabling the person making the declaration to be identified.
116. The following shall be deemed equivalent to confirmation of acceptance of the transport order and shall constitute acceptance of the order for performance on the terms and conditions specified therein:
    a) the Contractor's failure to refuse acceptance of such order by fax or email to the fax number/email address specified in the order within 30 minutes of the transport order being sent to the Contractor by fax or email;
    b) taking any action aimed at performing the transport order.
117. The transport order may only be accepted without reservations. With respect to these GTC, the application of Article 68^1 of the Polish Civil Code shall be excluded. The Contractor may not accept the order subject to any condition or reservation regarding the delivery time.
118. Where the Contractor returns to the Principal the transport order form sent to it by the Principal with any deletions or amendments made to it, such deletions and amendments shall be deemed ineffective and the transport order shall be deemed accepted without reservations.
119. Where, in response to an offer in the form of a transport order sent by the Principal to the Contractor, the Contractor submits a counter-offer to the Principal, such counter-offer shall not be deemed to have been tacitly accepted by the Principal and any acceptance thereof by the Principal must be confirmed in documentary form, failing which such acceptance shall be null and void.
120. The terms of the transport order and these GTC shall constitute the entire agreement between the Parties with respect to their mutual rights and obligations, and any prior negotiations concerning the terms of the Contract shall have no legal effect.
121. Any amendments or supplements to the Contract concluded as a result of the acceptance of the transport order for performance shall require documentary form, failing which they shall be null and void, provided that any amendments or supplements to the provisions of points 23–27, ~~65,~~ 100 and 109–110 of these GTC shall require written form, failing which they shall be null and void, and may be made only by the Principal or by a person holding a specific written power of attorney granted by the Principal.

XX. Withdrawal from and Termination of the Contract

122. The Principal shall be entitled to withdraw from the Contract without stating any reason no later than 1 hour before the scheduled loading time. The Principal shall also be entitled to withdraw from the Contract without stating any reason within 14 days of the conclusion of the Contract upon payment of a withdrawal fee of EUR 50 in the case of international carriage or PLN 100 in the case of domestic or cabotage carriage. The right to withdraw from the Contract upon payment of the withdrawal fee may not be exercised after the scheduled loading time. A debit note issued in respect of the withdrawal fee shall be payable within the payment period applicable to the Contractor's remuneration.
123. Irrespective of any rights available to it under applicable law, the Principal shall be entitled to withdraw from the Contract due to the Contractor's fault, without prior demand for performance, in the following cases:
    a) where the Contractor declares that it will not perform the Contract on the terms specified therein. This shall also apply before the scheduled time for presentation of the vehicle for loading;
    b) where the Contractor is delayed in presenting the vehicle for loading;
    c) where the Contractor presents for loading a vehicle that does not comply with the Contract or does not meet the requirements set out in these GTC;
    d) where the Principal becomes aware of a breach by the Contractor of the provisions of points 28 and 76.
124. The Principal may also exercise the right provided for in point 123(b) and (c) before the scheduled time for presentation of the vehicle for loading if the factual circumstances indicate that the Contractor will not be able to present the vehicle for loading on time.
125. Where withdrawal from the Contract takes place after loading has been completed, the Contractor shall return the Consignment to the place of loading and shall not be entitled to remuneration for the part of the carriage already performed.
126. Any withdrawal from or termination of the Contract shall require documentary form, failing which it shall be null and void.

XXI. Processing of Personal Data

127. Personal data shall be processed by the Principal, acting as the Controller, in accordance with the following rules:
    1) The Principal, acting as the Controller, shall process the personal data provided by the Contractor when concluding and performing the Contract, of which these GTC form an integral part, for the following purposes:
        a) for purposes related to the performance of the Contract concluded with the Contractor – pursuant to Article 6(1)(b) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR);
        b) where necessary for the establishment, exercise or defence of claims arising in connection with the performance of the Contract by the Contractor – pursuant to Article 6(1)(f) of the GDPR, on the basis of the Controller's legitimate interest in protecting its legal rights;
        c) for the purpose of complying with the Controller's legal obligations arising under the Accounting Act – pursuant to Article 6(1)(c) of the GDPR;
        d) for the purpose of marketing the Principal's own services – pursuant to Article 6(1)(f) of the GDPR;
        e) for the purpose of offering new transport orders (new Consignments) – pursuant to Article 6(1)(b) and (f) of the GDPR.

2) The provision of personal data necessary for the performance of the Contract is voluntary; however, it is a condition for the conclusion of the Contract and, in the case of data provided during the performance of the Contract concluded between the Parties, may also be a condition for its proper performance.
3) Where the Contractor considers that the processing of personal data infringes applicable law, the Contractor shall have the right to lodge a complaint with the President of the Personal Data Protection Office.
4) The Contractor shall have the right of access to its personal data, the right to rectification or erasure of such data, the right to restriction of processing, and the right to data portability.
5) The Contractor shall have the right to object to the processing of personal data based on Article 6(1)(e) or (f) of the GDPR.
6) The data shall be retained for the period necessary for the performance of the Contract concluded between the Parties, including, in particular, until the expiry of the limitation period applicable to claims potentially arising from the performance of the Contract, the final resolution of any court disputes concerning such claims, and the expiry of any statutory obligation to retain the data.
7) Where, in connection with the performance of the Contract, the Contractor provides the Principal with personal data of third parties, the Contractor shall be responsible, both towards the Controller and towards those persons, for having an appropriate legal basis for processing such data, including, in particular, for disclosing such data to the Principal.
8) The Contractor represents that, before disclosing any personal data, it shall provide the persons whose personal data it discloses, and whose data must be provided for the proper performance of the Contract, with the information required under Articles 13 and 14 of the GDPR. This shall apply, in particular, to persons with whom the Contractor cooperates in the performance of the Contract concluded between the Parties.
9) The data shall be disclosed to entities with which the Controller cooperates in the performance of the Contract, the Controller's clients, entities providing IT and accounting services to the Controller, and authorities entitled to receive such information pursuant to applicable law.

XXII. Final Provisions

128. In every case where, under these General Terms and Conditions of Carriage, the Principal is entitled to claim a contractual penalty from the Contractor, the stipulation of such contractual penalty shall not preclude the Principal from claiming damages for loss exceeding the amount of the stipulated contractual penalty.
129. In matters not regulated by these GTC, the relevant provisions of Polish law shall apply. In the case of international carriage, the CMR Convention shall additionally apply. In the case of cabotage carriage, the laws of the country in which the cabotage carriage is performed shall apply with respect to the rules governing the performance of the contract of carriage and the carrier's liability for non-performance or improper performance of the contract of carriage, provided that Polish law shall apply with respect to:
    a) the limitation period applicable to the Contractor's claims for payment of remuneration for the performance of cabotage carriage;
    b) the rules governing the set-off of mutual receivables.
130. The invalidity of any provision of these GTC shall not result in the invalidity of the entire Contract, of which these GTC form an integral part.
131. The Parties agree that, unless otherwise required by mandatory provisions of law, any disputes between them arising out of or in connection with the conclusion or performance of the contract of carriage, of which the GTC form an integral part, shall be submitted to the competent common court in Warsaw.
132. These terms and conditions constitute a work within the meaning of copyright law and are therefore protected, in particular against copying, dissemination and use for one's own purposes without the consent of the rights holder.

133. These GTC shall apply to all transport orders placed on or after 1 October 2026 and shall remain in force until new GTC published on the website of Menor Trans Sp. z o. o. enter into force.