

GENERAL CONDITIONS OF CARRIAGE

HART LOGISTICS

(version 2.0 effective from 21.03.2022)

I. General conditions

1. The Contractor concluding the contract with the Principal, consents to the provision of services on the basis of the provisions of these General Conditions of Carriage, hereinafter referred to as the GCC.
2. The Contractor is obliged to comply with all regulations regarding the posting of workers and the minimum wage in force in the countries in which he provides services to the Principal.

II. Requirements for the Contractor

3. The Contractor is obliged to have vehicle liability insurance and carrier's civil liability insurance with a full scope of insurance, which is understood as:
 - a) including liability for damages resulting from robbery, robbery and theft outside the premises of guarded car parks with liability
 - b) including liability for damages beyond the substance of the consignment resulting from the delay in delivery
 - c) including liability for damages incurred during loading or unloading
 - d) no exemptions regarding the type of goods (property) accepted for transport,
 - e) no exemptions concerning the territorial scope on which the transport is to be performed (including cabotage, if the order concerns it),
 - f) the insured sum, each time corresponding to the value of the property accepted for transport, not lower than the upper limit of the carrier's liability for damage, specified in Art. 65-70 and 80-85 of the Transport Law and / or Art. 17, 23 and 25 of the CMR Convention, and in the case of cabotage in the regulations in force in the country where the transport is performed, with the proviso that in any case the sum insured may not be less than EUR 250,000.
4. The Contractor is obliged to have the necessary licenses and permits for transport, including international transport, if the order concerns a foreign route. Accepting the order for execution is tantamount to confirming the fact that the Contractor is an authorized carrier.

III. Vehicle requirements

5. The Contractor is obliged to provide a vehicle that meets the TAPA security requirements, meeting the standards of at least EURO 3, suitable for the transport of the goods specified in the order (this applies in particular to oversized transport), tight, clean inside and outside the loading chamber, which must be free from foreigners fragrances. In the event of failure

to meet this obligation, the Contractor is obliged to provide a replacement car at his own expense.

6. The contractor is obliged to have:
 - a) a refrigerator truck with a minimum of four spreading poles
 - b) in the case of a tarpaulin, at least 6 safety belts for vehicles up to 3.5 t GVW) and 25 belts for vehicles over 3.5 t GVW (min.500daN),
 - c) a set of 8mm anti-slip mats covering the entire loading area,
 - d) corners, angles
 - e) customs ropes, seals
 - (f) four stanchions and chains for securing the steel coils in the case of a Coilmulde semi-trailer.All cargo securing measures should be certified and meet safety standards. In the absence of adequate funds for loading, the Contractor may be charged with the costs of purchasing the missing funds.
7. In the case of transporting electronics, tobacco products, tires and car parts, pharmaceutical products, foodstuffs requiring constant temperature, dangerous goods, motor vehicles or spirits, the means of transport should be equipped with a GPS satellite navigation system with the option of monitoring by a monitoring station.
8. If the data contained in the order shows or if the Contractor, while exercising due diligence, could independently determine that in order to perform the transport, it is necessary to obtain a permit to perform an oversized transport, the Contractor is obliged to obtain this permit at his own expense, unless what another results from the content of the order.

IV. Requirements for the crew of the vehicle

9. The crew of the transporting vehicle should meet the following requirements:
 - a) all drivers should have the necessary qualifications for the proper performance of the transport ordered by the Principal
 - b) all drivers should use a foreign language sufficiently to enable communication at the place of loading and unloading, in particular understanding the content of transport documents and objections reported at the place of loading and unloading
 - c) Regardless of the number of drivers indicated in the order, the Contractor is obliged to provide such a manning of the vehicle that is to perform the transport, so that the consignment can reach the recipient within the prescribed time, in accordance with the regulations on drivers' working time.

V. Cabotage operations

10. In the case of cabotage transport, the Contractor is obliged to comply with the requirements as to the deadlines and other requirements set out in Regulation (EC) No 1072/2009 in the scope of the possibility of performing cabotage transport and have appropriate insurance. If it turns out that the vehicle indicated in the cabotage order is not able to perform the transport due to the regulations of the above-mentioned regulation, the Contractor is obliged to perform the transport with another vehicle.
11. The Contractor's liability in cabotage transport is as follows:
 - a) in the case of cabotage operations performed in Germany or France, the Contractor's liability for damage to the shipment or delay is limited to the following

amounts (except in the case of willful misconduct or gross negligence of the Contractor or persons acting on his behalf or on his behalf):

- in Germany, up to 40 SDRs per kg in the case of damage to the shipment and up to three times the transport fee in the event of delay in delivery
 - in France, up to 20 SDRs per kg in the case of damage to a shipment of less than 3 tons, up to 12 SDRs per kg in the case of damage to a shipment of at least 3 tons and up to the amount of freight in the event of delay in delivery
- b) in the case of cabotage operations performed in Italy, the Contractor's liability is not limited
- c) in the case of cabotage operations performed in other countries, the Contractor shall be liable for the damage caused to the maximum amount permitted by the provisions of law in force in the country where the transport was performed

VI. Contractor's statements

12. By accepting the order, the Contractor declares that:

- a) complies with the provisions referred to in point 2 and authorizes the Principal to check the truthfulness of this declaration, in particular that in the case of transports subject to French minimum wage regulations:
- has a company representative responsible for contacts with control authorities
 - has a copy of the certificate as well as the employment contract of the posted driver in each vehicle
 - in accordance with Art. L1262-4 of the French Labor Code, comply with the minimum wage, driver's working hours, paid holidays, housing rules and health and safety at work.
- b) has appropriate insurance in accordance with the conditions set out in point 3, and also authorizes the Principal to contact the insurer with whom he concluded the insurance contract, in particular in the field of confirmation of the data provided by the Contractor
- c) has experience in providing transport services similar to those commissioned to him.
- d) has vehicles suitable for the execution of the order.
- e) has drivers who have the necessary qualifications for the proper performance of the transport commissioned by the Principal.
- f) complies with the requirements regarding the principles of performing cabotage operations, in particular, has the option of performing the ordered cabotage transport and has appropriate cabotage insurance
- g) is aware that all data related to the transport, such as: details of the sender, recipient, contracting party of the Principal, routes, freight rates constitute the Principal's business secret
- h) waives all claims and interest under Art. 5, 8, 10 sec. 1 and 2 of the Act of March 8, 2013 on counteracting excessive delays in commercial transactions, which are due to the Principal due to events occurring before the date of conclusion of each contract to which these GCC apply
- i) waives any claims for remuneration for transport against the party ordering the transport of the Customer under the provisions of French law.

VII. Contractor's documentation

13. The Contractor is obliged to provide the Principal with the following documents immediately after the conclusion of the contract, but not later than on the date of its conclusion:
- a) a third party liability insurance policy for the vehicle (including semi-trailer) to be transported
 - b) a carrier's liability insurance policy or an insurance contract;
 - c) general terms and conditions of insurance
 - d) a written certificate of the insurance company about the validity of the policy, not older than 14 days from the date of issue (applies to the first order received from the Principal during the period of validity of the policy),
 - e) certificate of entry in the business activity register or an excerpt from the National Court Register;
 - f) decision on the assignment of a tax identification number (NIP);
 - g) decision on granting a REGON number;
 - h) authorization to practice the occupation of road transport operator (in the case of an order for domestic transport)
 - i) a license to perform international transport (in the case of an order for international transport)
 - j) data of the vehicle on which the transport will be performed, including its registration numbers
 - k) details of the driver or drivers who will perform the transport, including the name and number of the identity card
 - l) a copy of the document confirming the notification to the competent authorities of the fact of posting the driver or drivers who will perform the transport (in the case of transport, to which the French regulations on the minimum wage and the posting of workers apply)
 - m) a current ATP certificate in case the shipment concerns goods that require such a certificate
- under the pain of withdrawal by the Principal from the contract due to the fault of the Contractor without the need to call for its performance.
14. If the Contractor uses the services of a subcontractor, he is obliged to provide the Principal with the documents listed in point 13 regarding the subcontractor on the date of concluding the contract with the subcontractor, under pain of the Principal withdrawing from the contract due to the fault of the Contractor without the need to call for its performance.
15. Failure by the Contractor to fulfil the obligations provided for in point 13 lit. j and k does not affect his obligation to comply with the provisions of point 9 by the Contractor.

VIII. Downtime

16. First 24 hours of parking for loading and unloading separately (48 hours in the countries of the Commonwealth of Independent States), as well as parking on Saturdays, Sundays and holidays when loading and unloading are free of parking fees. The client is not responsible for stops at state borders, Customs Offices and on days of limited truck traffic. The time of carrying out the transport is extended by the downtime referred to above, and the lack of collection of the shipment by the recipient before this time is not considered an obstacle to the delivery of the shipment. In the remaining scope, the Contractor is entitled to a

contractual penalty of EUR 100 in international transport and cabotage and PLN 150 in domestic transport in Poland for each commenced 24 hours of downtime.

17. The Contractor is obliged to document the stoppage and its time during loading and unloading operations with a stop card confirmed by the sender or recipient, respectively. The basis for calculating parking fees may only be a parking card confirmed by the sender or recipient. The Contractor is entitled to the fees only if the Principal is informed about the delay in loading or unloading at the time of its occurrence.
18. Any changes to the provisions of points 16 and 17, as well as the provisions of point 53, in particular, an increase in the Contractor's remuneration due to downtime shall be made in writing, otherwise null and void, and a specific written power of attorney granted by a person authorized to represent the Principal, entered in the register of entrepreneurs of the National Court Register, with the reservation that Any changes to the contract, in particular with regard to the remuneration or contractual penalties due to the Contractor, will be invalid, if they are the result of a threat from the Contractor that he will not follow the relevant instructions of the Principal or refuse to perform the contract, in particular to deliver the goods and enable unloading without increasing the amount of remuneration.

IX. General rules for the performance of transport

19. The Contractor is strictly prohibited from reloading or reloading without the prior written consent of the Principal, otherwise null and void. Loading is also considered to be having another shipment in the cargo space at the time of placing the vehicle for loading.
20. The Contractor is obliged to comply with the applicable customs regulations, in particular with regard to the obligation to perform customs clearance in the event of crossing the customs border, proper performance of customs procedures and their proper documentation, regardless of whether such an obligation is indicated in the order or not.
21. In the case of transport to United Kingdom and Ireland, the Contractor is obliged to develop and comply with the procedures to protect the cargo against the intrusion of third parties into the cargo space, as well as against the smuggling of goods in accordance with the recommendations of the relevant authorities, in particular the British Border Force.
22. The Contractor is obliged to make sure at the place of loading:
 - a) what kind of goods will be transported
 - b) whether the transport of goods is subject to the provisions of the Act on the monitoring system for road and rail freight transport and trading in heating fuels, in particular taking into account the nature of the transported goods
 - c) that the transport to be made to and from Germany does not contain coffee
 - d) whether the consignment contains dangerous goods, in particular by checking whether the contents of the consignment note or the packaging contain a reference to ADR or the marking of dangerous goods
 - e) whether the shipment to be transported does not constitute waste, for the transport of which it is necessary to have an appropriate permit or the transport of which is unacceptable
 - f) that the waste shipment corresponds to the waste category and conforms to the documentation
23. If it is found that the circumstances referred to in point 22 b-f The Contractor is obliged to immediately notify the Principal of this fact and wait for appropriate instructions, as well as to comply with the obligations arising from the relevant provisions in the event of receiving instructions to continue the transport.

24. In the case of individual types of transport, the Contractor is obliged to:

(a) for transportation at controlled temperatures

- have a valid and valid ATP certificate, if required by applicable regulations
- use for transport a means of transport manufactured not earlier than in 2013, equipped with a technically efficient refrigeration unit required by the provisions of the ATP certificate and technically functional and calibrated thermostat with a thermograph;
- before starting loading and transport, make sure that the set is not worn, has been properly maintained and has a sufficient amount of power;
- before commencing loading, obtain and maintain the temperature at which the transport is to be performed;
- do not turn off the vehicle's engine when parked, if the operation of the refrigeration unit depends on the engine operation;
- connect the refrigeration unit to an external power source during stops, when it is required by the unit operation;
- monitor temperature throughout the journey;
- present, along with the invoice and transport documentation, a printout documenting the temperature in the trailer during transport; the printout from the thermograph must be in digital form containing: date, time, transport temperature, recording frequency cannot be less than every 30 minutes; this printout should be stored together with the printout / charts of the tachograph for at least one year.

Failure to deliver the temperature printouts by the Contractor entitles the Principal to charge the Contractor with a contractual penalty of EUR 100. If the temperature printouts are delivered after the deadline, the Principal may charge the Contractor with a contractual penalty of EUR 15.

(b) in the case of the transport of dangerous goods

- dangerous goods (ADR), drawn up in Geneva on September 30, 1957 (Journal of Laws of 2017, item 1119), hereinafter referred to as the "ADR Agreement", and other national acts regarding the carriage of dangerous goods by road, in force in the territory of a given country, being a party to the ADR Agreement, on the day of loading the goods in the case of acceptance of dangerous goods for transport ADR
- use vehicle crew members with valid ADR certificates of driver training
- use efficient transport units equipped with the correct marking and the required fire protection equipment, general and individual protection in accordance with ADR
- appoint an advisor for the safety of the transport of dangerous goods
- make sure that the dangerous goods to be transported are allowed to be transported in accordance with the ADR Agreement
- make sure that all the information required in the ADR Agreement regarding dangerous goods intended for transport has been provided by the sender before the transport begins and that the required documentation is in the transport unit, and in the case of using electronic data processing techniques (EDP) instead of paper documentation, or electronic data interchange (EDI) that the availability of this data during transport is at least equivalent to paper documentation

- visually check that the vehicles and load have no defects and that there are no leaks or leaks, lack of equipment, etc.
- in the event of discovering any violations of the requirements of the currently applicable ADR Agreement, immediately inform the Principal about these violations and suspend the commencement of transport until these irregularities are removed
- in the case of the transport of dangerous goods with the exemptions resulting from the relevant provisions of the ADR Agreement, use the vehicle crew members who have been trained in accordance with sections 1.3.1 and 8.2.3 of the European ADR Agreement, and Art. 14 of the Act of August 19, 2011 on transport of dangerous goods
- have an insurance policy covering the transport of hazardous materials of the type that are the subject of transport.

X. Obligations related to the loading of the consignment

25. The Contractor is obliged to provide the vehicle for loading in a timely manner.
26. At the place of loading, the driver must collect the documents necessary for the proper performance of the order, in particular the bill of lading, Lieferschein, Delivery note, WZ document, invoices related to loading, certificates, goods specifications, goods receipt, T-1 or T-2 document, EX, EUR etc.
27. The Contractor is obliged to check the compliance of the consignment note and other shipping documents with the received order, in particular with regard to the type and quantity of goods, as well as the address and person of the recipient. In the event of any inconsistencies or lack of understanding of the content of the shipping documents due to the driver's lack of language skills, the Contractor should refrain from commencing the transport and immediately contact the Principal in order to obtain instructions on how to proceed.
28. The Contractor is obliged to ensure that the consignment note includes the details of the Contractor and possibly its subcontractor as subsequent carriers, confirmation of the acceptance of the shipment for transport and the data of the vehicle used for the transport with indication of its registration numbers and the details of the driver or drivers performing the transport with the indication their names and surnames and ID card numbers.
29. The Contractor is obliged to check the compliance of the goods with the documentation, in particular with regard to the quantity, weight, characteristics and numbers of the goods, as well as its condition, the condition of its packaging and the condition of the shipment being prepared for transport, in particular the temperature of the goods, if the transport is to take place at a temperature controlled. In the event of any objections in this regard, the Contractor is obliged to enter the objections along with the justification to all copies of the consignment note before the commencement of transport and obtain confirmation of the acceptance of the objections by the shipper in the consignment note, as well as to contact the Principal in order to obtain instructions on further proceedings.
30. The Contractor is obliged to check the correctness of the loading, distribution and fastening of the goods by the shipper and, if necessary, to secure them for the duration of transport. In the event of any reservations as to the correctness of loading and distribution of the goods, the Contractor is obliged to enter the reservations and justification to all copies of the consignment note before the commencement of transport and obtain confirmation of the acceptance of the reservations by the shipper in the consignment note, as well as to

contact the Principal in order to obtain instructions on how to proceed. If it is found that the goods cannot be effectively secured for the duration of transport, the Principal is obliged to contact the Principal in order to obtain instructions on how to proceed. The contractor is responsible for the correct placement of the goods and their securing during transport on a strict basis.

31. The driver is obliged to:

- a) having and using during loading and unloading safety shoes and a reflective vest, as well as other personal protective equipment (apron, cap, disposable gloves, shoe covers) and hand disinfection wipes,
- b) compliance with in-house regulations regarding the behaviour at the premises of the sender and recipient of the goods,
- c) cultural and professional behaviour both at the places of loading and unloading and in the immediate vicinity of these places

32. If it is not possible to assess the compliance of the goods with the documentation, its condition, the condition of its packaging, the condition of the shipment being prepared for transport or the correctness of the loading performed by the shipper, the Contractor is obliged to refuse to start the transport and contact the Principal immediately. In the event that the Contractor cannot assess only the number of packages, he is entitled to commence transport after entering a relevant reservation confirmed by the shipper's representative to all copies of the consignment note.

33. If the shipper prevents the Contractor from making entries in the consignment notes referred to in point 28-30 and 32 or does not confirm their acceptance in the bill of lading, the Contractor is obliged to refuse to start the transport and contact the Principal immediately in order to obtain instructions on how to proceed.

34. Unless otherwise specified in the transport order, the Contractor has no right to independently perform or assist in loading. The above provision does not mean that participation in loading as an observer is prohibited.

XI. Transport safety

35. The Contractor is obliged to transport only on roads of international and national class (marked with one, two or three digits), except for access roads to the place of loading and unloading and when it is not possible to use these roads, in particular due to detours or road blocks set by the police or other law enforcement agencies (e.g. due to a traffic accident, other emergency or force majeure).

36. The driver should take particular care to secure the vehicle together with the shipment against theft with burglary. Subject to the provisions of points 37 and 38, the Contractor is obliged to make stops only in a guarded car park

37. A stop outside the guarded car park is allowed only if the stop is due to:

- a) accident or breakdown of the means of transport, preventing safe and legal continuation of the journey,
- b) handing over the cargo at the place of delivery, loading
- c) the need to provide assistance to victims of an accident
- d) carrying out customs formalities or related to toll road, ferry or train travel
- e) sudden illness of the driver when it is impossible to continue driving
- f) decisions of an inspection body, state authority or the need to wait for inspection when crossing the state border
- g) stopover on the basis of a transport company

- h) parking in a car park with purchased parking spaces
- 38. It is permissible to park in a car park at a petrol station, hotel, motel, bar, restaurant, if the stop is due to:
 - a) regulations on drivers' working time,
 - b) the need to refuel or refill other operating fluids,
 - c) meeting physiological needs, eating a meal.
- 39. The burden of proof of the circumstances described in points 37 and 38 rests with the Contractor.
- 40. During each stop, the driver is obliged to close the vehicle carefully with all factory locks and activate all installed anti-theft devices, alarm, immobilizer etc., as well as take the vehicle documents and transport documents with him. Leaving the vehicle outside the guarded car park is possible for a period not longer than 60 minutes.
- 41. If the Contractor's third party liability insurance agreement provides for more stringent requirements in terms of transport safety, the Contractor is obliged to comply with the rules specified in the insurance contract.

XII. Delivery of the shipment

- 42. When issuing the shipment to the recipient, the following conditions should be met:
 - a) the parcel was delivered to the company's headquarters or the recipient's place of residence indicated by the sender;
 - b) the parcel was delivered to an adult at the address indicated;
 - c) the recipient signed the receipt with a legible signature;
 - d) the receipt was stamped with:
 - e) if the addressee is a natural person: the number of the recipient's ID card or other identity document, and the ID card or other identity card has been presented to the Contractor,
 - f) if the addressee is an entrepreneur / company: company stamp.
- 43. The contractor is obliged to:
 - a) immediately inform the Principal about the consignee's refusal to accept the cargo or other problems with collection and ask for appropriate instructions
 - b) refrain from leaving the place of unloading before receiving instructions from the Principal in the situation described in point (a)
 - c) make sure that the goods are completely unloaded
 - d) ensure that the date of receipt of the shipment is included in the consignment note
 - e) carry out a joint check with the recipient of the condition of the shipment at the time of issuing the shipment to the recipient
 - f) make sure that the consignment note includes information about the check of the consignment together with the consignee and the results of this check
 - g) immediately notify the Principal of any reservations as to the condition of the shipment reported at the time of delivering the shipment to the recipient
 - h) immediately notify the Principal in a situation where the recipient made an entry in the consignment note, which the driver did not understand due to lack of knowledge of the language or for other reasons.
- 44. The Contractor should comply with the following rules for the replacement of pallets:
 - a) if the order requires the replacement of pallets or other packages, the Contractor is obliged to replace the returnable pallets or packages at the place of loading and at the place of unloading in a 1: 1 ratio and to obtain a properly filled and signed pallet

receipt from the sender / recipient. The Contractor has the right not to pick up the pallets at the place of unloading only after receiving an entry in the pallet receipt: "Pallets were not released due to lack of replacement pallets" or an equivalent in a foreign language. Otherwise, the Contractor reserves the right to charge contractual penalties in the amount of EUR 15 (in the case of freight specified in a foreign currency) or PLN 50 (in the case of freight specified in PLN) for each unsettled pallet or packaging.

- b) if the order does not order the exchange of pallets or other packages, the Contractor is not entitled to take empty pallets or packages from the place of loading or unloading and to enter the formula "kein tausch / no exchange" in the consignment note and lieferschein.

45. Unless otherwise specified in the transport order, the Contractor is not entitled to perform or assist in unloading on his own. The above provision does not mean that participation in the unloading as an observer is prohibited.

XIII. Communication

46. The Contractor is obliged to provide the Principal with constant telephone contact with the driver performing the transport, who should have at least a functional mobile phone that enables sending and receiving MMS messages.

47. The Contractor is obliged to inform every 12 hours and at each request of the Principal about the approximate location of the load. A single breach of the above obligation shall be considered each time the information is not provided at the time it should be provided.

48. In the event of any complications during the performance of the transport or finding that it will not be possible to perform the transport in accordance with its terms, the Contractor is obliged to contact the Principal within a maximum of 15 minutes at the telephone number indicated in the transport order. In the event of difficulties in contacting the number from the order, the Contractor will use other means of communication (e-mail, telephone numbers provided on the company's website). The Contractor bears full responsibility for actions or omissions without consultation and consent of the Principal, including in particular all costs arising in connection with the actions or omissions, regardless of the obligation to pay the contractual penalty provided for in point 82 a-f.

49. In the event of a road accident or finding theft, the Contractor is obliged to notify the police and provide the Principal with a police report.

50. The Contractor is obliged to follow all the instructions received regarding the handling of the shipment while accepting and performing the transport and the method of securing the shipment, specified in the received forwarding order or resulting from the procedures, practices or customs applied.

51. The Contractor agrees to carry out any instructions given by the Principal during the transport and to amend the originally concluded transport contract also without the need to present the first copy of the consignment note, provided that they are provided in documentary form, subject to the provisions of point 52. The Contractor is obliged to execute the instructions given to him in the above-mentioned form.

52. The Contractor is not obliged to execute the instructions and take into account changes to the contract of carriage, if the execution of these instructions is not possible or interferes with the normal operation of the Contractor's company. It will not be considered a disruption of the normal operation of the Contractor's company if the instructions are carried out in

time allowing for the originally commissioned transport, taking into account the additional time margin provided for in point 16 for unloading.

53. If the necessity to execute the instructions or change the original contract of carriage did not result from circumstances for which the Contractor is responsible, the Contractor is entitled to additional remuneration in proportion to the increased distance that the Contractor must cover in order to fulfil the order. This salary is payable on the dates provided for the basic salary. If, as a result of the execution of an instruction or an amendment to the original contract of carriage, the distance that the Contractor must cover to perform the order is shortened, the remuneration shall be proportionally reduced.
54. The Contractor is obliged to inform the Principal by fax or e-mail about the actual date of unloading the goods, providing the order number, within 24 hours after unloading. If there was more than one place of unloading, the date of unloading is required in the last place. In the event of a breach by the Contractor of the obligations arising from this point, the Principal has the right to charge the Contractor with a contractual penalty of EUR 50 for each breach.

XIV. Shipping documentation

55. The payment period is 60 days, unless the contract provides otherwise, and is counted from the date of receipt of a correctly issued invoice and a complete set of documents.
56. An invoice containing the Principal's order number and information about the prohibition of the assignment of receivables along with the original and confirmed 2 pieces of neutral CMR provided with: legible date, legible signature and stamp of the cargo recipient and the date of receipt of the shipment, with fields 16 and 20 filled in in accordance with the accepted order and 2 pieces of all documents accompanying the shipment (in particular Lieferschein), must be issued in the month in which the unloading took place and delivered within 14 days from the date of unloading.
57. Failure to meet the deadline for delivering the invoice along with the documents will result in charging the Contractor with a contractual penalty of 2% of gross freight for each day of delay or extending the payment deadline to 90 days at the Customer's discretion. In the absence of a relevant statement by the Principal before the payment date as set out in point 55, it will be deemed that the Principal decided to extend the payment term to 90 days.
58. In the case of transport to the countries of the Commonwealth of Independent States, the CMR document requires the following stamps: "TOWAR POSTUPIŁ" and "WYPUSK RAZRESZEN", as well as the date, signature and stamp of the recipient of the goods. The Contractor is obliged to send the Principal by fax or e-mail a CMR consignment note within 24 hours after unloading in order to verify the use of correct stamps.
59. If the customs procedure is used during transport, the Contractor is obliged to send together with the invoice a document confirmed by the competent Customs Office confirming its correct completion (eg SAD, EX1, T-1). The lack of these documents imposes on the Contractor the obligation to reimburse the Principal of all costs related to the burdens imposed on the Principal by the customs office or the tax office or another entity.

XV. Subcontractors

60. The Contractor is obliged to carry out the transport order personally. The Contractor may subcontract the performance of this contract to a third party only after obtaining the consent of the Principal in the documentary form, otherwise null and void. The carrier that constantly cooperates with the Contractor is also considered a third party. In the event of a breach by the Contractor of the provisions of this point, the Principal may charge a contractual penalty in the amount of gross freight.
61. In the event of subcontracting the performance of this contract to a third party, the Contractor is obliged to select an entity that:
- a) holds the licenses, concessions and / or permits required by law to conduct this type of activity and
 - b) has insurance that meets the requirements set out in point 3
62. When ordering the transport of goods to the carrier, the Contractor is obliged to:
- a) in the case of ordering transport to a Polish entity:
 - when establishing cooperation with a new carrier (or lack of cooperation in the last 3 months) to check and verify on websites or through applications and portals obtaining the following information of the following offices and institutions, documents constituting the basis of the company's operations, i.e. entry in the business register or KRS, NIP, REGON, a license for road transport on the website of the International Transport Office of the General Road Transport Inspectorate
 - each time, no matter how many times the Contractor orders the same carrier to transport it, to:
 - checking and verifying that the carrier is an active VAT payer
 - checking and verifying by phone or e-mail the road carrier's liability insurance contract (insurance period, payment of the insurance premium for the policy) with the insurance company (or agent, carrier's broker), which issued it, with the proviso that the policy must be valid at least one week after the planned date unloading
 - making contact with the carrier to a landline number, and in the event of its absence, to a mobile phone number provided on the Internet on the website or in public company catalogs (company panorama, point, money, etc.) or specified on the transport exchange (only for registered carriers at least 6 months) and confirmed that the carrier had contacted the Contractor regarding the order
 - b) in the case of ordering the transport to a foreign entity:
 - to check the carrier through the VIES system
 - to check the road carrier's liability insurance contract (insurance period, payment of the insurance premium for the policy) with the insurance company (or agent, broker of the carrier) that issued it, with the proviso that the policy must be valid at least one week after the scheduled date of unloading
 - to make contact with the carrier to a landline number, and in the absence of one, to a mobile phone number provided on the Internet on the website or in public company catalogs (company panorama, point, money, etc.) or provided on the transport exchange (only for carriers registered at least 6

months) and confirmed that the carrier had contacted the Contractor regarding the order

63. In the event of subcontracting the commissioned transport to a third party, the Contractor is obliged in his contract with the subcontractor to ensure that the subcontractor complies with the provisions of the GCC, in particular with regard to:
- obligation to comply with the provisions referred to in point 2
 - the obligation to perform the transport in person
 - rules for issuing the parcel to recipients
 - securing the vehicle against theft with burglary
 - regulation of stops of the means of transport with the load
64. The Contractor bears full responsibility for its subcontractors, subsequent subcontractors, as well as for all persons who perform the transport commissioned by the Contractor by the Principal. The above full liability is not affected by the fact that the persons described above are solvent. The Principal may submit recourse claims to the Contractor also in a situation where the Contractor personally did not cause the damage.
65. In the event of damage in transport or due to delay, the Principal will be entitled to charge the Contractor with the costs of repairing the damage from the moment when he is asked to compensate for the damage himself, also if he has not yet repaired the damage himself.
66. In international transport, the Contractor, taking over the parcel and the bill of lading, also does it on behalf of the Principal and thus acts as a successive carrier within the meaning of Art. 34 of the CMR Convention to the original contract of carriage on the terms of the bill of lading, doing it both on its own behalf and on behalf of the Principal. The provisions of point 64-65. of this agreement modify the regulations provided for in Art. 37 of the CMR Convention.

XVI. Business secret and unfair competition

67. By accepting this order, the Contractor declares that he is aware that all data related to the transport, such as: sender, recipient, contractor's details, routes, freight rates, constitute the Principal's business secret.
68. During the performance of the contract and for the period of 3 years after its termination, the Contractor undertakes to keep confidential and without the prior written consent of the Principal under pain of nullity, not to disclose to any third parties, including other forwarders and carriers, and not to use it for purposes other than these resulting from the order received from the Principal, any information constituting a business secret. In the event of a breach of the above obligation, the Contractor will be obliged to pay a contractual penalty in the amount of EUR 10,000, with the proviso that this penalty does not apply to the situation described in point 69.
69. It is forbidden for the Contractor to submit offers directly to the Principal's customers and for the Contractor to provide transport services on their behalf without the agency of the Principal. Such behaviour will be considered a breach of the obligation to keep the trade secret and unfair competition in relation to the Principal.
70. The Client of the Principal shall be any entity at which loading or unloading takes place during the execution of the order given to the Contractor, each entity indicated in the consignment note as the sender, consignee or carrier during the execution of the order given to the Contractor, as well as any entity known to the Contractor about that he gave

the order to transport the Principal, which was then entrusted to the Contractor. The Contractor's remuneration provided for in the contract concluded with the Principal also includes the obligation to comply with the provisions of this point.

71. A breach of the obligation referred to in point 69 shall also include making offers directly to the Principal's clients or carrying out transport services on their behalf without the intermediation of the Principal by entities related to the Contractor personally or by capital.
72. A person related personally or financially to the Contractor is considered to be:
 - all entities with more than 10% of shares in the capital of the Contractor;
 - all entities in which the Contractor holds more than 10% of shares;
 - entities which, together with the Contractor, are partners in a partnership;
 - entities that are partners of the Contractor who is a partnership;
 - members of the bodies of the Contractor who is a capital company;
 - ascendants and descendants, siblings and relatives up to the 1st degree of the Contractor, as well as any of the entities described above.
73. A breach of the obligation referred to in point 69 shall also include the submission of offers directly to the Principal's clients or the performance of transports on their behalf without the intermediation of the Principal by the Principal's subcontractors, with the help of which he performed transports for the Principal, provided that it applies only to those Customers of the Principal for whom the given subcontractor performed the transport as part of the performance of the contract of carriage commissioned by the Principal of the Contractor.
74. In the event of a breach by the Contractor of the obligation specified in point 69, the Principal has the right to charge a contractual penalty in the amount of EUR 100,000 for each breach.
75. The Contractor is forbidden to disseminate false or misleading information about the Principal and / or the enterprise run by the Principal. The messages referred to above are false or misleading information, in particular about: persons managing the enterprise, manufactured goods or services provided, prices applied, the economic or legal situation of the Principal or the status of the Principal's obligations towards the Contractor or third parties. The above prohibition applies to disseminating information by means of all forms of communication, in particular by means of mass media, including electronic communication via websites, internet forums, e-mail, social networks, industry specialist websites and industry transport exchanges. In the above-mentioned scope, it is the Contractor's responsibility to prove the truthfulness of his statements.
76. The Contractor is forbidden to disclose to third parties, including other shippers and carriers and clients of the Principal, senders and recipients of shipments, any information regarding the state of settlements between the Principal and the Contractor, including the amount of the Contractor's remuneration, payment terms, debt and other financial information. to which the Principal is a party. The above prohibition does not apply to the provision of information to debt collection companies and professional representatives in order to carry out their debt collection activities, with the proviso that these entities do not have the right to disclose the above-mentioned information to third parties, and the Contractor is responsible for the breach by these entities of this obligation as for their own. own actions.
77. In the event of a breach by the Contractor of the obligations set out in points 75 and 76, the Principal has the right to charge a contractual penalty in the amount of PLN 10,000 for each breach.

XVII. Liability and contractual penalties

78. If the Contractor is notified by the Contractor or a court about the initiation of court proceedings with the participation of the Principal, the subject of which is the correct performance of obligations related to the transport carried out by the Contractor or liability for damages resulting from this transport, the Contractor is obliged to join such proceedings as an intervener. on the side of the Principal. In the event of a breach of the above obligation, the Contractor will be obliged to pay a contractual penalty in the amount of EUR 10,000.
79. The Contractor shall be liable to the Principal for any damage that the Principal has suffered as a result of the Contractor's breach of the obligations set out in point 20. in breach of obligations by the Contractor.
80. The Contractor shall be liable towards the Principal for non-compliance with the regulations referred to in point 2. In particular, the Contractor will be obliged to reimburse the Principal for all amounts owed by the Principal by the competent authorities and other entities in connection with non-compliance with the regulations by the Contractor.
81. Regardless of the right to impose contractual penalties on the terms set out in point 82, in the event of non-performance or improper performance of the contract by the Contractor or withdrawal from the contract by the Principal for reasons attributable to the Contractor, the Principal is entitled to entrust the performance of the contract in whole or in part to another the entity, and the Contractor is obliged to cover the costs associated with it.
82. The Principal is entitled to charge the Contractor with a contractual penalty in the amount of gross freight in the event of:
- a) late delivery of the car at the loading site
 - b) failure to park the car at the loading site
 - c) the Contractor's failure to perform the transport obligation
 - d) failure to collect all or part of the load for reasons attributable to the Contractor
 - e) withdrawal by the Principal from the contract for reasons attributable to the Contractor
 - f) breach by the Contractor of any of the obligations expressed in point 5-10, 13-14, 19-24, 26-38, 40-43, 44 b, 45-52 and 58-63, with the proviso that a penalty may be imposed separately for each violation
 - g) the declaration made by the Contractor in point 12 a-f turns out to be false
 - h) providing by the Contractor untrue information about the course of the implementation of the contract of carriage, in particular as regards the location of the vehicle, the circumstances of the damage to the goods or delay
83. In the event of delay in delivering the car at the unloading site, the Principal reserves the right to charge a contractual penalty:
- in the case of domestic transport in the amount of twice the gross freight;
 - in the case of cabotage in the amount of three times the gross freight;
84. The total amount of contractual penalties resulting from the provisions of point 82 for one order may not exceed three times the gross freight. If the Contractor is charged with a contractual penalty for several violations, the Principal is not obliged to indicate the proportion of the penalties for individual violations that make up the penalty imposed on the Contractor, and the penalty is due, if it is not higher than the sum of all contractual penalties due. for individual infringements. Otherwise, the penalty is reduced accordingly.

85. In the case of obligations consisting in acting, the Contractor is obliged to prove that the obligation has been performed, and the Principal is entitled to impose a contractual penalty in any case, as the Contractor will not provide evidence of the fulfilment of the obligation.
86. 86. In the event of non-performance of the contract by the Principal, in particular in the absence of goods on loading, the Principal shall be liable for documented damage to the Contractor, with the liability not exceeding EUR 100 in the case of international and cabotage transport and PLN 150 in the case of domestic transport. This amount does not constitute a contractual penalty, but only the Principal's liability limit.
87. The Contractor's obligation to pay contractual penalties provided for in the contract of carriage between the Principal and the Contractor and the GCC is independent of the occurrence of the damage and does not exclude the possibility of seeking supplementary compensation on general terms.
88. The Contractor's liability for compliance with the obligations provided for in the contract of carriage with the Principal and these GCC is a strict liability and is excluded in the event of force majeure or the sole fault of the Principal.
89. The Contractor's employees are not entitled to recognize any claims of the Contractor against the Principal, or to recognize the Principal's liability towards the Contractor in any scope, unless they provide a specific written power of attorney granted by a person authorized to represent the Principal, disclosed in the register of entrepreneurs of the National Court Register.
90. If the Contractor is charged with any contractual penalty provided for in these terms and conditions or if any claims are submitted to him in connection with non-performance or improper performance of the concluded contract, the Principal is entitled to charge the Contractor with an administrative fee of EUR 100.
91. The Contractor is obliged to cover the costs of the Principal's justified legal assistance related to the performance of the concluded contract of carriage by the Contractor. Justified legal aid will be considered in particular aid granted in the scope of:
- a) pursuing from the Contractor justified claims for performance or for non-performance or improper performance of the contract
 - b) defense against unjustified claims of the Contractor
- The Principal's costs referred to above also include the costs of the trial, including legal representation in court proceedings, to the extent that they were not awarded from the Contractor.
92. In the event that the claims referred to in point 91 (a) are a and b, turn out to be partially justified, the Contractor is obliged to cover the Principal's costs in the proportion in which the Principal's position turned out to be finally justified
93. The breach by the Contractor of the obligations set out in points 20-24 excludes any liability of the Principal for damages incurred by the Contractor as a result of the transport, in particular penalties imposed on the Contractor, costs of stopping vehicles and profits lost by the Contractor.
94. The Parties recognize that the concept of gross negligence of the Contractor includes, in particular, such behavior and omissions of the Contractor as:
- failure to comply with road safety rules,
 - use of a subcontractor despite the lack of consent of the Principal,
 - failure to check the subcontractor in accordance with the requirements of this order,
 - failure to turn to the Principal for instructions,
 - failure to take actions to reduce the damage,

- breach of the provisions of these general conditions of carriage regarding the vehicle and its load to be parked,
- driving a vehicle by people without appropriate permissions,
- not verifying the content of the bill of lading, the condition of the goods and its packaging,
- handing over the goods to unauthorized persons,
- commencement of transport despite awareness of improper arrangement, protection or packaging of the goods or inability to properly secure the goods for the time of transport

XVIII. Financial settlements

95. In the event of a complaint by the Principal for improper performance of the contract of carriage, the payment date of the freight is suspended until all doubts related to the determination of the size and amount of the damage and the person responsible for it are clarified, but not longer than 120 days from the due date of the obligation. . The suspension also applies to freight resulting from other contracts of carriage performed by the Contractor for the Principal, provided that these GCC apply to them.
96. The Contractor agrees to set off any claims of the Principal against the Contractor's remuneration for the services rendered and any other liabilities that the Contractor has against the Principal, while the Principal's claims presented for set-off do not have to come from the same legal relationship as the Contractor's claims. Such a deduction will be considered by the parties as the Customer's normal performance. If the Principal is entitled to claims against the Contractor expressed in a foreign currency, and the Contractor is entitled to claims against the Principal in Polish or another foreign currency, the Principal is also entitled to submit a statement on the set-off, and the conversion of the Principal's claims into the correct currency takes place according to the average exchange rate of the National Bank of Poland on the day on which the Principal submits a declaration of deduction (before this declaration is delivered to the Contractor)
97. Without the consent referred to in point 98, the Contractor is not entitled to transfer (assign) to another entity or to submit an offer to conclude such an assignment agreement with regard to the receivables due to him against the Principal on any grounds, in particular for remuneration for performance of the transport and improper performance of the contract by the Principal, including incidental charges, in particular the charges referred to in art. 10 sec. 1 and 2 of the Act of March 8, 2013 on preventing excessive delays in commercial transactions. In particular, it is unacceptable to submit offers to conclude an assignment agreement, including by publishing an announcement on the debt exchange, before obtaining the consent of the Principal to make the assignment.
98. Consent to make an assignment may be granted in writing, under pain of nullity, only by the Principal (company owner) or a person who has a specific written power of attorney granted by the Principal (company owner). Persons operating at the premises of the Principal who conclude a contract with the Contractor are not entitled to consent, unless they meet the conditions referred to in the preceding sentence. The consent made when placing an advertisement about transport on the Trans.eu platform has no legal force, unless it meets the conditions described in the preceding sentence.
99. In the event of a breach by the Contractor of the provisions of point 97, in particular in the case of submitting the receivables for sale on the debt exchange, the Principal will be entitled to charge the Contractor with a contractual penalty in the amount of gross freight resulting from the contract under which the claim is or is to be assigned. In the event of

concluding or submitting an offer to conclude receivables resulting from several contracts, contractual penalties are cumulated.

100. The amount specified in the order is final and includes all costs related to transport, incl. permit to transport oversized cargo, cost of ferries, pilotage, EX opening costs, customs clearance costs, escorting costs, etc. Other claims for the fees incurred will not be considered, except for those previously agreed with the Principal and on the basis of original documents confirming them. In the event that the Contractor's remuneration is transferred to a bank account of a bank based outside the European Union, the cost of the transfer shall be borne by the Contractor and lower the amount of his remuneration.

XIX. Conclusion of the contract and its amendment

101. The contract of carriage is concluded when the Ordering Party receives from the Contractor the confirmation of accepting the order for execution. The confirmation is made in a documentary form, i.e. by e-mail, fax, text message, via an internet communicator, via an internet portal or in any other way that allows the identification of the person submitting the declaration.
102. No refusal on the part of the Contractor, sent within 30 minutes of sending him a transport order by fax or e-mail, is tantamount to accepting such an order for execution on the terms specified therein. The refusal referred to in the preceding sentence should be sent by fax or e-mail to the number / address indicated in the order.
103. Acceptance of the terms of the mandate is also considered to be taking any actions aimed at its implementation.
104. The order may be accepted only without reservations - with regard to these conditions, the application of Art. 681 of the Civil Code is turned off. The contractor may not accept an order provided or subject to a time limit.
105. If the Ordering Party sends back the order form sent to the Contractor by the Ordering Party with deletions, changes or reservations, deletions, changes and reservations will be considered ineffective and the offer accepted without reservations.
106. If the Contractor sends the Principal a counter-offer in response to the order offer sent to the Contractor by the Principal, the Principal reserves that such an offer is not subject to its tacit approval, and its acceptance requires documentary confirmation under pain of nullity.
107. The content of the order and these general terms and conditions constitute the entire agreement in terms of mutual rights and obligations, and prior negotiations regarding the content of the contract have no legal significance.
108. Any changes and additions to the contract shall be in a documentary form, otherwise null and void, with the proviso that the changes and supplements to the provisions of points 16-18, 53, 89 and 97-98 GCC require a written form under pain of nullity and may only be made by the Principal (company owner) or a person who has a written special power of attorney from the Principal (company owner). Persons operating at the premises of the Principal's enterprise, who conclude a contract with the Contractor, are not entitled to amend and supplement the provisions of points 16-18, 53, 89 and points 97-98 GCC, unless they meet the conditions referred to in the preceding sentence.

XX. Withdrawal from the contract and its termination

109. The Principal has the right to withdraw from the contract without giving reasons, not later than before the planned date of loading, and if the contract provides for a specific period of time for loading, the withdrawal may take place not later before the end of this segment.
110. The Principal has the right to withdraw from the contract due to the fault of the Contractor without calling for its performance, if the Contractor declares that he will not perform the contract under the conditions specified therein. This also applies to the period before the deadline for providing the vehicle for loading.
111. The Principal has the right to withdraw from the contract due to the fault of the Contractor without calling for its performance in the event of the Contractor's delay in providing the vehicle for loading.
112. The Principal may exercise the right provided for in point 111 also before the deadline for providing the vehicle for loading, if the factual circumstances show that the Contractor will not be able to provide the vehicle for loading on time.
113. The Principal may withdraw from the contract due to the fault of the Contractor without calling for its performance in the event of obtaining information about the Contractor's breach of the provisions of points 19 and 60. If the withdrawal from the contract takes place after loading, the Contractor is obliged to return the shipment at the place of loading and he is not entitled to remuneration for the part of the carriage performed.
114. Withdrawal from the contract and its termination require a documentary form, otherwise null and void.

XXI. Final Provisions

115. In matters not covered by this contract, the relevant provisions of Polish law shall apply, and in the case of international transport, additionally the CMR Convention, and in the case of cabotage transport, the provisions of the country in which the cabotage transport is performed in relation to the rules of performance of the transport contract and the carrier's liability for non-performance or improper performance of the contract of carriage, subject to the provisions of Polish law in relation to:
 - the limitation period for the Contractor's claims for the payment of remuneration for the performance of cabotage operations
 - rules for deductions of mutual receivables
116. The invalidity of any provision of this agreement shall not render the entire agreement null and void.