

GENERAL FORWARDING CONDITIONS
Hart Logistics sp. z o.o. sp. k.

§ 1

PRELIMINARY PROVISIONS

1. These General Forwarding Conditions of Hart Logistics Sp. z o.o. Sp.k. (hereinafter referred to as: GFC) define the rules for concluding and implementing forwarding agreements between the Principal and Hart Logistics Sp. z o.o. Sp.k. (Forwarder), which in the scope of its business activity provides services of sending or receiving a shipment, organization of all or part of the shipment movement process and other activities related to shipment handling.
2. The terms used in these General Forwarding Conditions mean:
 - a) **Freight Forwarder:** Hart Logistics spółka z ograniczoną odpowiedzialnością spółka komandytowa with its registered office in Poznań, at Świerzawska 10, 60-321 Poznań, KRS: 0000459621, NIP / VAT EU: PL7792413387
 - b) **Principal** – anyone who entrusts the Freight Forwarder with the task of organizing the transport of the shipment, even if he acts through representatives (employees, subcontractors, etc.), who is not a consumer within the meaning of the provisions of the Act of 16.02.2007 on competition and consumer protection (Journal of Laws of 2007 No. 50, item 331, as amended),
 - c) **Forwarding Agreement (Agreement)** – an agreement within the meaning of Art. 794 of the Civil Code concluded between the Forwarder and the Principal, the subject of which is the organization of the carriage of the shipment for the benefit of the Principal, consisting in the selection of the carrier to perform the transport and the conclusion by the Forwarder in his own name, but on behalf of the Principal contracts with the carrier selected with due diligence by the Forwarder, with the proviso that the subject of the Agreement is not the carriage of the shipment.
3. The subject of the service is not the carriage of the shipment. The provision by the Principal to the Freight Forwarder of data on the shipment and the places of loading and unloading does not affect the nature of the contract between the parties.
4. Entrusting the order by the Principal to the Freight Forwarder is tantamount to confirmation by the Principal that he has read the content of the GFC and accepted their content, that he agrees to provide services in accordance with the provisions of the GFC and undertakes to comply with them. It is also tantamount to acceptance of additional conditions agreed between the Parties and included in the content of the order.
5. The Freight Forwarder may perform forwarding services based on conditions other than those specified in the GFC, which requires the conclusion of a separate forwarding agreement or confirmation of acceptance of the forwarding order submitted by the Principal on the basis of an accepted offer for the provision of forwarding services submitted by the Forwarder.

§ 2

STATEMENTS BY THE PARTIES

1. The Freight Forwarder declares that he has the Freight Forwarder's liability insurance (OCS) with a sum insured of 500.000,00 EUR and is entitled to perform forwarding services.
2. The Principal declares that he is a registered VAT payer, entitled to receive VAT invoices, and therefore authorizes the Freight Forwarder to issue VAT invoices without the signature of the recipient. He also declares that he has read the terms and conditions of insurance available on the Forwarder's website, as well as the General Polish Forwarding Conditions 2002 available on [the https://pisil.pl/opws-2002/](https://pisil.pl/opws-2002/) website and accepts them.

§ 3

RULES FOR THE IMPLEMENTATION OF THE FORWARDING CONTRACT

1. The freight forwarding contract is concluded as a result of the Freight Forwarder accepting electronically (via e-mail) the forwarding order submitted by the Principal and confirmation of its content by the Freight Forwarder. Failure by the Principal to reject the conditions specified in the confirmation submitted by the Freight Forwarder within 30 minutes from the date of receipt of this confirmation shall be considered as acceptance of these conditions, regardless of the content of the conditions sent as an offer to the Freight Forwarder.
2. The Freight Forwarder acts in his own name, but on behalf of the Principal. At the principal's request, the Freight Forwarder is obliged to transfer to the Principal all rights that the Freight Forwarder obtained for him during the implementation of the freight forwarding contract.
3. Unless the Freight Forwarder expressly declares otherwise, he does not act as a contractual carrier in the freight forwarding contract pursuant to Art. 800 of the Civil Code, therefore its data should not be included in the consignment note., and therefore his data should not be included in the consignment note. The entry of the Freight Forwarder in the consignment note, contrary to the provisions of this clause, does not affect the character of the contract or scope of his liability.
4. The Freight Forwarder shall not accept orders to organise the carriage of consignments with a value higher than the sum insured of the Freight Forwarder's civil liability indicated in order confirmation. Failure to comply with this provision releases the Freight Forwarder from liability for damage to the shipment.
5. The Freight Forwarder has the right to refuse to perform the service in respect of goods that may pose a threat to other objects or persons and in respect of goods that are subject to rapid deterioration or loss of validity. The Freight Forwarder does not accept for the organization of transport shipments containing:
 - a) written correspondence, letter items, with the exception of unaddressed forms and surveys,
 - b) cash, securities, other documents of a payment nature, valuables, including gold, silver, products of these metals, precious stones, pearls, platinum, etc., jewellery, works of art, philatelic collections, antiques, numismatics, etc.,
 - c) weapons and ammunition, perishable articles requiring special conditions of carriage,
 - d) chemically and biologically active goods,
 - e) animals, human and animal remains,
 - f) drugs and psychotropic substances, drugs requiring special conditions of carriage,
 - g) other goods which, by their properties, may pose a risk to the health of persons in contact with them,
6. Unless otherwise agreed in the order, the Freight Forwarder does not accept orders to organize the carriage:
 - a) shipments subject to the Act of 9 March 2017 on the system of monitoring road and rail transport of goods and trade in heating fuels,
 - b) shipments containing goods of strategic importance within the meaning of the Act of 29.11.2000 on foreign trade in goods, technologies and services of strategic importance for the security of the state, as well as for the maintenance of international peace and security (Journal of Laws No. 229, item 2315 of 2004) ,
 - c) dangerous goods within the meaning of the Agreement concerning the International Carriage of Dangerous Goods by Road (ADR), done at Geneva on 30 September 1957,
 - d) in the scope of removal services,
 - e) as part of roadside assistance or assistance service,
 - f) goods (including cars) damaged / destroyed, but the exclusion does not apply to secondary raw materials and used goods (including cars).

7. The carrier acting on behalf of the Freight Forwarder may refuse to carry items whose condition is defective or the packaging is insufficient or does not have adequate packaging.
8. Confirmation of receipt of the shipment issued by the recipient without specific remarks in the form of an entry in the transport documents, as to the quantity and quality of the shipment, means its acceptance by the recipient in the condition and quantities indicated in the transport documents.
9. Unless the Parties have agreed otherwise, the conclusion of the freight forwarding contract does not cover the scope of insurance of goods for the duration of transport (cargo insurance).

§ 4

RIGHTS AND OBLIGATIONS OF THE PRINCIPAL

1. The Principal is subject to all obligations which, in the light of the law, are incumbent on the sender of the shipment in relation to the carrier. In particular, the Principal is obliged to:
 - a) properly issue an order containing all information necessary for the proper performance of the service, including, above all, information on the type of goods to be transported, its parameters, classification and properties, the method of loading, unloading, transport and possible transshipment,
 - b) ensure that the consignment is properly prepared for transport, including the packaging, stowage, labelling and marking of the goods in accordance with the applicable regulations and the characteristics of the goods, and in particular the packaging should:
 - be adequately closed, preventing access to the contents of the consignment by unauthorized persons and sufficiently durable according to the weight of the contents of the consignment;
 - have internal security features preventing the movement of the contents of the shipment and markings proving the special nature of the shipment, such as: "carefully glass", "up / down" (marking must be made by the sender before loading),
 - c) mark transport units on which it is forbidden to stack other transport units,
 - d) ensure the correct loading and unloading of the consignment, including the correct placement of the consignment in the vehicle in such a way as to enable it to be properly transported and to ensure that it does not damage other consignments during transport, and to enable it to be delivered without loss or damage to the consignee,
 - e) ensure that the consignment note is correctly completed,
 - f) provide the Freight Forwarder with all documentation, permits and information necessary to perform the service in accordance with the order and all applicable regulations, including in particular relevant customs documentation,
 - g) ensure that the goods handed over for carriage comply with the order and the documentation provided, in particular ensure that, in the case of transport of waste, the waste handed over for carriage is of the category to which the documentation relates.
2. Before issuing an order, the Principal is obliged to obtain information on the legality of the export or import of the goods to be the subject of the service to or from the area to which the provisions on import or export control apply.
3. The Principal is obliged to refuse loading and immediately inform the Freight Forwarder if it is found that:
 - a) the means of transport does not meet the conditions of the freight forwarding contract,
 - b) the means of transport is not adapted to carry the cargo in question,
 - c) the condition of the means of transport does not adequately protect against loss of or damage to the cargo.

4. If the loading is carried out by an entity other than the Principal, the Principal is obliged to inform and enforce from such entity the performance of the obligation described in point 3 above. The consequences of failure to comply with the above obligations shall be borne by the Principal.
5. The Principal is obliged to refrain from directly outsourcing transport services to carriers performing transport for the Principal on the basis of contracts concluded with the Freight Forwarder. The above prohibition applies to carriers whose data are included in the transport documents related to the implementation of the Forwarding Agreement, as well as those carriers for which the Principal has knowledge that they carry out transport on his behalf based on contracts concluded with the Forwarder. In the event of a breach of this obligation by the Principal, the Principal shall be obliged to pay to the Freight Forwarder a contractual penalty in the amount of 100.000,00 PLN .
6. A breach of the obligation referred to in point 5 will be considered both personal activities of the Principal, as well as by entities related to him personally or capitally.
7. The following shall be considered to be a person or capitally connected with the Principal:
 - a) any entity holding more than 10 % of the principal's capital;
 - b) any entity in which the Principal holds more than 10 % of the shares;
 - c) entities that are partners in a partnership together with the Principal;
 - d) entities that are partners of the Principal who is a partnership;
 - e) members of the bodies of the Principal who is a capital company;
 - f) ascendants and descendants, siblings and relatives by affinity up to the first degree of the Principal, as well as any of the entities described above.
8. The Principal has the right to cancel the order entrusted to the Freight Forwarder free of charge no later than 24 hours before the date of commencement of the order. In the event of cancellation of the order by the Principal later than 24 hours before the date of commencement of the order, the Freight Forwarder has the right to charge the Principal with a contractual penalty in the amount corresponding to the remuneration for the cancelled service. The reservation of the contractual penalty does not deprive the Freight Forwarder of the right to compensation for damage exceeding the reserved penalty.
9. The Principal's request to change the provisions of the order, such as the date of loading, unloading, type of means of transport or change other important provisions of the order, should be forwarded to the Freight Forwarder in writing under pain of nullity. The costs that may arise as a result of such activities will be borne by the Principal. The Freight Forwarder has the right to refuse to comply with the request.
10. The Principal's decision to return the shipment to the place of its dispatch or another place indicated by him, as well as the refusal to receive the shipment by the recipient for any reason, will be treated as a request to change the conditions for the execution of the order, therefore the Forwarder will be entitled to remuneration from the Principal for this service.
11. In the case of ordering an additional service of loading goods by the driver, the cost of such an activity is jointly determined by the Parties individually for each order, taking into account the type of goods to be transported, but not less than 250 EUR. The lack of cost arrangements results in no obligation for the driver to load.

§ 5

RIGHTS AND OBLIGATIONS OF THE FREIGHT FORWARDER

1. The Freight Forwarder is entitled to outsource the performance of services to third parties (substitute forwarders) without the written consent of the Principal.
2. The Freight Forwarder is entitled, but not obliged, to verify:
 - a) whether the data presented to him in the order, such as the address data of the recipient, the sender, the place of loading, the indicated dates of pick-up and delivery, are correct and comprehensive,

- b) the veracity of signatures and rights of persons signed on orders, notifications, transfers, transfers or other documents,
 - c) whether the carriage in question requires additional documents or authorisations and whether the documents submitted are correct.
3. The Freight Forwarder reserves the right to verify the condition of the shipment, its parameters and packaging. In the event of a discrepancy between the information indicated by the Principal and the actual facts, the Freight Forwarder has the right to change the valuation of the service or refuse to perform the service.
 4. In the absence of clear, sufficient and enforceable instructions or special arrangements in the order, the Freight Forwarder has a free choice of time, method of shipment, type of carriage and tariffs, taking into account in each case the interest of the Principal. In particular, the Freight Forwarder has the right to:
 - a) free route planning,
 - b) the choice of the place where the border is crossed,
 - c) choosing the place of customs clearance,
 - d) indication of the place of safe parking.
 2. In the absence of objections of the Principal, the Freight Forwarder may execute the order together with other orders, treating the goods entrusted to him as a collective or groupage shipment.
 3. The Freight Forwarder is not obliged to independently pursue claims against third parties for the benefit of the Principal, as well as to take actions aimed at suspending or interrupting the limitation period for these claims.
 4. In the absence of other arrangements, the Freight Forwarder is not obliged to include in the contract of carriage with the carrier a declaration of the value of the shipment or a declaration of special interest in its delivery also in a situation where he is aware of the value of the shipment and the interest of the customer in its timely delivery.
 5. The Freight Forwarder is not obliged to draw the Principal 's attention to the limitations of the carrier's liability for damage.

§ 6

LIABILITY OF THE PARTIES

1. The Principal shall be liable on a strict basis for damage caused to the Freight Forwarder and third parties as a result of:
 - a) providing the Freight Forwarder both in the order and in other correspondence or documents with inaccurate, incomplete or incorrect data, in particular regarding the quantity, weight, dimensions and properties of the shipment and its packaging and, in the case of waste, also the category of waste;
 - b) failure to provide the Freight Forwarder with documentation, permits and information necessary to perform the service;
 - c) sending for carriage a shipment containing goods described in § 3 points 5 and 6 without informing the Freight Forwarder about the nature of the goods and obtaining his consent to the carriage;
 - d) incorrect completion of the consignment note;
 - e) improper packaging of the consignment;
 - f) the characteristics of the consignment;
 - g) loading operations, in particular as regards the loading, unloading and stowage of the consignment;
 - h) delays in loading or unloading the consignment;
 - i) no shipment on loading.
2. The liability referred to above shall include all costs and expenses, in particular fines, charges, fines imposed by the relevant authorities or institutions, imposed on the Freight Forwarder or

- third parties, as well as damages, including but not limited to those resulting from the detention of the vehicles carried out by the carriage, including lost profits.
3. The Freight Forwarder has the right to charge the Principal with any additional costs that arose during the performance of the service in connection with circumstances for which the Freight Forwarder is not responsible, such as downtime, unsuccessful loading or unloading attempts, redirection of goods during transport, transshipment, etc.
 4. In the event of a delay in loading, unloading, receipt of the shipment, as well as downtime for other reasons, not attributable to the Freight Forwarder or the carrier acting on his behalf, the Principal will be obliged to pay him a contractual penalty in the amount of:
 - a) 250 EUR for each commenced day of vehicle downtime during the performance of an international transport service, unless otherwise agreed by the Parties,
 - b) 500 PLN for each commenced day of vehicle downtime during the implementation of the domestic transport service, unless the Parties have agreed otherwise,with the first 24 hours free of charge in the case of international transport service, while in the case of domestic transport service the first 8 hours. The reservation of the contractual penalty does not deprive the Freight Forwarder of the right to compensation for damage exceeding the reserved penalty.
 5. The Principal's liability in this respect is strict liability and is excluded only in the event of force majeure or the sole fault of the Freight Forwarder.
 6. The Freight Forwarder shall be liable on a fault basis, including fault in the choice, for damages that may arise in connection with the Freight Forwarder's activity as a normal consequence of actions or omissions, provided that:
 - a) liable to the Principal only up to the amount of actual damage, without lost profits;
 - b) his liability shall be limited to the amount of 2 SDRs per kg of the weight of the consignment which he has been instructed to carry;
 - c) is liable only for damage to the substance of the shipment and for delay in its delivery, whereby compensation for delay may not exceed one times the Freight Forwarder's remuneration for a given order;
 - d) is responsible for the subcontractors and downstream forwarders he uses in the execution of the order, unless he is not at fault in their selection.
 7. The Freight Forwarder is not responsible for:
 - a) the need to pay public law receivables (in particular customs duties, taxes, administrative penalties) as a result of loss or damage to the shipment in whole or in part, as well as as a result of non-performance or improper performance of the forwarding contract,
 - b) the effects of additional instructions given by the Principal directly to other entities participating in the execution of the order,
 - c) any damage resulting directly or indirectly from the defectiveness of the goods, lack of packaging or its insufficient condition, in particular when it is impossible to detect these defects before the start of the service.

§ 7

FREIGHT FORWARDER'S REMUNERATION

1. The Principal is obliged to pay to the Freight Forwarder the remuneration specified in the order confirmation.
2. Unless otherwise agreed, the Freight Forwarder's remuneration includes the costs of transport commissioned to the carrier (transportable) on behalf of the Principal, the costs of organizing the carriage, the costs of additional orders of the Principal and the Forwarder's margin. The Freight Forwarder's remuneration does not include customs or tax duties. These receivables are borne solely by the Principal.

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3. The Principal is obliged to settle the payment resulting from the VAT invoice for the Forwarder's services within 14 days of issuing the invoice, unless the Parties have agreed otherwise.
4. VAT invoices for forwarding services performed by the Freight Forwarder are issued each time after the service, unless the Parties have agreed otherwise.
5. The Principal authorizes the Freight Forwarder to issue VAT invoices without the signature of an authorized person.
6. With the written consent of the Principal, VAT invoices for the Forwarder's services will be provided to him in electronic form.
7. In the event of a delay by the Principal in making any payment, the Freight Forwarder shall be entitled to statutory interest for delay in commercial transactions, which will be calculated from the date on which the payment was to take place until the date of its actual payment.
8. Late payment entitles the Freight Forwarder to suspend the performance of forwarding services by the Freight Forwarder until the Principal has fully settled all late payments together with the interest due.
9. Receivables for the Forwarder's services calculated in a foreign currency are equivalent in PLN and are converted according to the average exchange rate of the National Bank of Poland from the day preceding unloading.
10. The remuneration specified in the forwarding order is due to the Freight Forwarder regardless of whether the transport was performed in the speech, if as a result of the Forwarder's actions it was concluded, and any lack of implementation results from reasons attributable to the Principal.
11. In the case of indicating in the order as a payer an entity other than the Employer, the Employer guarantees the payment by this entity. In the event of non-payment of receivables by the payer within the time limit resulting from the accounting document, the Principal undertakes to settle the arrears within 3 working days of receipt of the request together with the relevant accounting document.
12. The Principal shall not have the right to deduct the amounts of any claims for damages against any receivables due to the Freight Forwarder, in particular the Principal may not make a deduction in the Freight Forwarder's remuneration with the Receivables of the Employer.
13. The Principal is obliged to reimburse all necessary costs incurred by the Freight Forwarder during the performance of the Agreement.
14. The Principal shall not have the right to transfer the claims due to him against the Freight Forwarder to a third party without the prior consent of the Freight Forwarder in writing under pain of nullity.
15. The Freight Forwarder has the right to pledge the shipment, unless the Parties have agreed otherwise. The Principal may not establish on the shipment for the benefit of third parties the right of pledge, surety or security of any other kind related to the goods without the prior consent of the Freight Forwarder expressed in writing under pain of nullity.

§ 8

COMPLAINTS

1. Complaints regarding the services provided are submitted to the Freight Forwarder in writing to the address we sit or by e-mail to the e-mail address reklamacje@hartlogistics.pl. Complaints submitted in a form other than those indicated above will not be considered.
2. The complainant should receive a confirmation of delivery of the complaint within 7 days of sending the e-mail. Otherwise, the complaint is considered not to have been delivered.
3. Complaints regarding the services provided must be reported immediately, but no later than:
 - a) 6 days from the date of receipt of the shipment in the event of its loss or damage
 - b) 14 days from the date on which the delivery of the parcel was to take place in the event of loss of the shipment or delay.

4. Failure to submit a complaint within the period specified above shall be tantamount to the Principal waiving any claims against the Freight Forwarder under the concluded forwarding agreement.
5. Submitting a complaint regarding the occurrence of damage requires the indication of data identifying the claim and justification. The data identifying the claim are: the name of the complaining entity together with address and contact details, the exact determination of the order to which the complaint relates, the subject of the complaint, the type and number of the transport document, the amount of the claim, the gross weight of the damaged / lost shipment, the bank account number of the entity entitled to compensation, the signature of the complainant.
6. In the event of deficiencies in the complaint documentation, the Freight Forwarder will call on the entity submitting the complaint to complete it within 14 days. Failure to provide the required documentation within the above-mentioned period will result in the failure to consider the complaint
7. The following documentation should be attached to the written complaint regarding the occurrence of damage:
 - a) transport document,
 - b) damage report,
 - c) documents confirming the amount of the claim pursued,
 - d) photographic documentation of the damage or other documents confirming the occurrence and extent of the damage,all documents shall be provided in the original or a copy certified as being in conformity with the original.
8. In the event of visible damage, partial or total loss of goods at the time of unloading, a damage report must be drawn up. The protocol for its validity must be signed by the recipient and the representative of the Freight Forwarder. Both the recipient and the representative of the Freight Forwarder have the right to make appropriate reservations on the protocol in the event of a discrepancy in positions. Failure to raise objections to defects or defects that can be found during collection results in the loss of the Principal's claims against the Freight Forwarder in this respect.
9. In the event of damage or deficiencies that were invisible during delivery, objections to the condition of the shipment should be submitted no later than 7 days from the date of unloading. The entity submitting the complaint is obliged to prove that the damage or lack of goods occurred before its delivery. Failure to raise objections within the above period results in the loss of the Principal's claims against the Freight Forwarder in this respect.
10. The Freight Forwarder reserves the right to check the condition of damage to the goods for the purpose of considering the complaint. Failure to make the goods available for the activity described above may result in the failure to recognize the complaint.
11. Submitting a complaint does not release the complaining entity from the obligation to pay for the forwarding service and does not entitle it to make deductions.

§ 9

PROTECTION AND PROCESSING OF PERSONAL DATA

1. The Freight Forwarder, as the Administrator, processes personal data provided by the Principal when concluding and implementing the Forwarding Agreement, of which the GFC are an integral part for the following purposes:
 - a) for purposes related to the performance of the concluded Forwarding Agreement - pursuant to Article 6(1)(b) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation – hereinafter referred to as GDPR);

- b) if it is necessary to pursue claims or protect against claims arising from the implemented Agreement – pursuant to Article 6(1)(f) of the GDPR – legal protection of the administrator;
 - c) fulfillment by the Administrator of legal obligations under the Accounting Act – pursuant to Article 6(1)(c) of the GDPR;
 - d) for the purpose of marketing the Freight Forwarder's own services – pursuant to Article 6(1)(f) of the GDPR;
 - e) in order to offer new services - pursuant to Article 6(1)(b) and (f) of the GDPR.
2. Providing data necessary for the implementation of the Forwarding Agreement is voluntary, however, it is a condition for the conclusion of the Agreement and may be a condition for its proper performance, in the case of data provided during the period of implementation concluded between the parties to the Agreement.
 3. Ew. the recipients of personal data, the processing of which may take place as part of the process, may be the Freight Forwarder's clients, administrators of the transport and forwarding software platforms / software used by the Forwarder and other participants in the process of transporting goods (e.g. carrier or recipient), entities providing IT services for the Forwarder, accounting services for hosting services, legal services, and the authorities entitled to receive information under the law.
 4. The data will be stored for the period necessary to perform the Agreement concluded between the Parties (in particular until the expiry of the limitation period for claims potentially having their source in the performance of the contract, the end of court disputes regarding these claims and until the expiry of the obligation to store data resulting from the provisions of law).
 5. The Principal has the right to request access to personal data, the right to rectify data, the right to request the deletion or limitation of data processing and the right to object to processing, as well as the right to transfer data.
 6. If it is considered that the processing of personal data violates the applicable regulations, the Employer has the right to lodge a complaint with the President of the Office for Personal Data Protection.
 7. If in the discussed process there are operations on personal data, it means that their provision and further processing was and is necessary for the execution of the forwarding order.
 8. By providing the Freight Forwarder as part of the performance of the concluded Agreement, the Principal shall be liable to the Administrator and to these persons for having an appropriate legal basis for processing these data, in particular to transfer them to the Forwarder.
 9. The Principal declares that before transferring personal data, he will fulfill the information obligation towards the persons whose data he provides and whose transfer is necessary for the proper performance of the contract, in accordance with Articles 13 and 14 of the GDPR. This applies in particular to persons with whom he cooperates in the performance of the Agreement concluded between the Parties.

§ 10 FINAL PROVISIONS

1. In matters not regulated by the GFC, the provisions of the General Polish Forwarding Conditions 2002 available on the website <https://pisil.pl/wp-content/uploads/2015/09/opws2002.pdf> as well as the provisions of the Civil Code, in particular Articles 794-804, shall apply.
2. Any disputes arising from the contracts to which this document applies will first be resolved amicably. In the absence of an agreement between the Parties, disputes will be resolved by a common court competent for the Freight Forwarder.
3. With regard to the GFC, the application of Art. 68¹ of the Civil Code is excluded, and the offer to conclude a contract for the GFC may be accepted only without reservations.
4. The Principal may not accept the order provided or subject to the time limit

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5. These GFC shall be applied from www.hartlogistics.pl
6. These GFC constitute a work within the meaning of copyright law and therefore they are subject to protection, in particular against copying and distribution, as well as use for personal use without the consent of Hart Logistics Sp. z o. o. Sp. k..