

**GENERAL TERMS AND CONDITIONS
OF EXECUTION OF TRANSPORT ORDERS FOR 4 PARTNERS POLSKA SP. Z O.O.
(Limited Liability Company)**

1. General Provisions

- 1.1. These General Terms and Conditions of Transport shall apply to all Contractors executing contracts of transport of goods on behalf of the Ordering Party, 4 Partners Polska sp. z o.o., with its registered office in Sosnowiec.
- 1.2. By entering into a contract with the Ordering Party, the Contractor declares that it is familiar with these General Terms and Conditions of Transport (hereinafter the General Terms and Conditions) and that it agrees to provide services and comply with them under the provisions herein.

2. Definitions

- 2.1. Consignment Note - the document or documents constituting proof of the acceptance of a consignment for transport and the course and performance of the Contract of Transport.
- 2.2. Driver - the natural person driving the vehicle and performing the transport operation.
- 2.3. Ordering Party - the entity indicated in the transport order that releases the consignment to the Contractor for transport, at the place and time listed in the contract.
- 2.4. Recipient – the entity indicated in the transport order authorised to collect the shipment at the place and time shown in the contract.
- 2.5. General Conditions - these General Conditions of Transport, applicable in the Ordering Party's company, are an integral part of the contract concluded between the Ordering Party and the Contractor.
- 2.6. Guarded car park - a car park where a vehicle caretaking service provides a receipt for the transport vehicle taken into custody.
- 2.7. Vehicle - a vehicle or a combination of vehicles, i.e. a truck without a trailer or with a trailer, a truck tractor with a semi-trailer, at the disposal of the Contractor, (owned or used by the Contractor or based on other contractual rights).
- 2.8. Employee - the natural person employed by the Contractor under a contract of employment or a civil law contract.
- 2.9. Consignment (goods) - items accepted for transport by the Contractor within the scope of the contract of transport.
- 2.10. SDR (Special Drawing Rights) - a unit of account created by the International Monetary Fund.
- 2.11. Contract - a contract of transport concluded between the Ordering Party and the Contractor based on a transport order accepted by the Contractor for execution without modification or reservation or based on a counter-offer by the Contractor accepted by the ordering Party in documentary form under pain of nullity.
- 2.12. Contractor – the entrepreneur performing road haulage for hire or reward, conducting transport of a consignment on behalf of the Ordering Party based on a concluded contract of transport and in accordance with licences and permits required by the Road Transport Act and other legal regulations in the field of road haulage.
- 2.13. Ordering Party - 4 Partners Polska spółka z ograniczoną odpowiedzialnością with its registered office in Sosnowiec at ul. Stawowa 4, 41-200 Sosnowiec, entered in the National Court Register kept by the District Court Katowice - Wschód in Katowice, VIII Economic Division of the National Court Register under the KRS number 0000361802, NIP [Tax ID] 9542705026, REGON [Company Number] 241675487.
- 2.14. Transport order - an order placed by the Ordering Party for the execution of a contract of transport in accordance with the terms and conditions previously agreed between the Ordering Party and the Contractor.

3. Contract Conclusion and Amendments

- 3.1. The contract of transport is concluded based on a transport order submitted to the Contractor by the Ordering Party when the Ordering Party receives confirmation of acceptance of the order for execution from the Contractor.

- 3.2. Confirmation of acceptance of an order for execution by the Contractor shall be made in documentary form, i.e. by e-mail, text message, instant messaging, or in any other manner that allows the Contractor or the person making the declaration on its behalf to be identified.
- 3.3. Undertaking of any action to conduct a transport order shall be deemed to be equivalent to an acknowledgement of its acceptance and shall result in the order being considered as having been accepted for execution under the terms set out therein.
- 3.4. An order may only be accepted by the Contractor without reservations with regard to these conditions. In this respect, the provisions of Art. 66(1) § 1-3 of the Civil Code are excluded. The Contractor may not accept an assignment on condition or subject to a time limit.
- 3.5. If the Contractor returns to the Ordering Party an order sent to the Contractor by the Ordering Party that contains changes or reservations, the changes and reservations shall be deemed ineffective and the offer accepted without reservations.
- 3.6. An offer is not subject to tacit or implied acceptance by the Ordering Party if the Contractor sends a counter-offer to the Ordering Party in response to an assignment offer sent to the Contractor by the Ordering Party. Acceptance of the offer by the Ordering Party shall require, in each case, unambiguous and explicit confirmation in documentary form under pain of nullity by clearly indicating the Contractor's terms and conditions accepted by the Ordering Party.
- 3.7. The contents of the order and these general terms and conditions constitute the entire mutatis mutandis agreement on rights and obligations, and prior negotiations on the content of the contract shall have no legal significance.
- 3.8. Any changes and additions to the contract must be made in a documentary form under pain of nullity and may only be made by the Ordering Party.

4. Declarations by the Contractor

- 4.1. By accepting the assignment for execution, the Contractor declares as follows:
 - 4.1.1. It has at its disposal vehicles suitable for the execution of the order and complying with the requirements laid down in these general conditions.
 - 4.1.2. It has at its disposal drivers who are qualified to properly perform the transport ordered by the Ordering Party, including drivers who meet the requirements set out in these general conditions.
 - 4.1.3. It has experience in providing national and international transport services.
 - 4.1.4. It complies with the rules on the secondment of workers, and all its employees are paid in accordance with the applicable legislation of the country, including the European Union Member State, in which the transport order is executed.
 - 4.1.5. It has adequate insurance in accordance with the conditions set out in point 6.2. and authorises the Ordering Party to deal on its behalf with the insurer with whom it has taken out the insurance contract.
 - 4.1.6. It authorises the Ordering Party to request the relevant information and documents and undertakes, in particular, to produce all necessary documents to confirm the fulfilment of the posting obligations at any request of the Ordering Party or of the relevant authorities of the Member State of the European Union in which the transport assignment is carried out.
 - 4.1.7. It meets the requirements of the rules on cabotage operations, in particular the ability to carry out the cabotage operations entrusted to it and possession of adequate cabotage insurance.
 - 4.1.8. It is aware that all data relating to the transport, such as details of the Consignor, consignee, contracting party of the Ordering Party, route, rates, freight, are a trade secret of the Ordering Party and. waives all claims under Art. 5, 8, 10 point 1 and 2 of the Act of 8 March 2013 on the Prevention of Excessive Delays in Commercial Transactions and to which it is entitled vis-à-vis the Ordering Party for events occurring prior to the date of conclusion of each contract to which these general terms and conditions apply.
 - 4.1.9. It assumes full responsibility for compliance with the national legislation of the country in which the transport order is executed, including the payment of any penalties, claims and court costs.

5. Contractor Documentation

- 5.1. Immediately after the conclusion of the contract, but no later than on the date of its conclusion, the Contractor shall provide the following documents at the request of the Ordering Party:
 - 5.1.1. The current third-party insurance policy for the vehicle (including semi-trailer) in which the transport is to be carried out.

- 5.1.2. The Carrier's liability insurance policy or contract of insurance, together with the General Terms and Conditions.
- 5.1.3. Authorisation to pursue the occupation of road transport operator (in the case of a national transport order);
- 5.1.4. International transport licence (in the case of an international transport assignment);
- 5.1.5. Details of the vehicle with which the transport will be carried out, including its registration number;
- 5.1.6. Details of the Driver or drivers who will carry out the transport, including name and identity card number;
- 5.1.7. A copy of the document confirming the declaration to the competent authorities of the posting of the Driver or drivers who will carry out the transport operation in question (in the case of transport operations to which the French minimum wage and posting of workers rules apply).
- 5.1.8. The current ATP certificate, required when the transport contains goods requiring such a certificate.
- 5.1.9. In the event that the Contractor fails to provide the documents described in point 5.1 at the request of the Ordering Party no later than on the date of its conclusion, the Ordering Party shall be entitled to withdraw from the contract through the fault of the Contractor without being called upon to do so. The right of withdrawal may be exercised by the Ordering Party within 30 days from the date of conclusion of the contract.
- 5.2. If the Contractor uses a subcontractor, the Contractor shall, at the request of the Ordering Party, provide the Ordering Party with the documents listed in point 5.1 concerning the subcontractor on the date of conclusion of the contract with the subcontractor. If the Contractor, at the request of the Ordering Party, fails to deliver them within this period, the Ordering Party shall be entitled to withdraw from the contract through the fault of the Contractor without being called upon to do so. The right of withdrawal may be exercised by the Ordering Party within 30 days from the date of conclusion of the contract.

6. Requirements for the Contractor

- 6.1. The Contractor shall comply with the regulations on the posting of workers and minimum wages in force in the countries in which it performs services for the Ordering Party and on the territory of which its vehicle is at a given moment, as well as to comply with all the regulations in force for carriers, in particular Regulation (EC) No. 1072/2009 of the European Parliament and the Council and Regulation (EC) No. 561/2006 of the European Parliament and the Council, as well as transport law, in the case of international transport the CMR Convention, and the case of cabotage transport in accordance with the law of the host country and the national regulations of the Member States of the European Union, the rules relating to the posting of workers in the framework of the provision of services, including minimum wages. The Ordering Party shall not be liable for any sanction or penalty resulting from non-compliance with these provisions.
- 6.2. The Contractor shall have Motor Third-Party Liability Insurance and Carrier's Liability Insurance covering the territorial scope of the transport to be performed in accordance with the transport order received from the Ordering Party, i.e. for domestic transport, international transport, cabotage transport within the territory of the EU countries with full insurance coverage, which means:
 - 6.2.1. Coverage of the insurer's liability for damage resulting from robbery, aggravated robbery and theft outside guarded car parks.
 - 6.2.2. Coverage of the insurer's liability for damage outside the substance of the consignment resulting from late delivery.
 - 6.2.3. Coverage of the insurer's liability for damage occurring during loading or unloading.
 - 6.2.4. No exclusion in the insurance with regard to the type of goods (property) accepted for transport.
 - 6.2.5. The absence of an insurance exclusion regarding the territorial scope in which the transport is to be carried out (including cabotage, if the order concerns it).
 - 6.2.6. Coverage of the transport of a given type of goods and valid for the entire duration of the service, with insurance cover for damage to consignments accepted for transport, in the countries through or to which the consignment is transported or in which cabotage transport is carried out, and with a sum insured of not less than EUR 100,000, unless the value of the property

carried is higher, in which case the sum insured must not be less than the value of the property carried by the Ordering Party.

- 6.3. The Contractor shall be in possession of the necessary licences and permits to carry out transport, including international transport, if the assignment involves a foreign route. This requirement also includes the obligation to obtain any necessary permits for the specific type of transport and other required documents for the execution of the order.
- 6.4. The Contractor shall provide for the collection of the consignment, subject to the contract of transport, a technically sound vehicle in accordance with EU requirements, meeting the following requirements:
 - 6.4.1. Complying with the emission standards in force in the EU and the European Economic Area, applicable to the trucks used for the transport ordered by the Ordering Party.
 - 6.4.2. Suitable for the transport of the goods specified in the order (this applies in particular to oversized transport);
 - 6.4.3. Tight, undamaged, dry, clean outside and inside the load compartment.
 - 6.4.4. In the event of failure to comply with any of the obligations contained in point 6.4. The Contractor shall provide a replacement vehicle meeting the requirements described in the general conditions at its own expense.
- 6.5. The Contractor shall have the equipment used to carry out the transport ordered by the Ordering Party:
 - 6.5.1. In the case of a refrigerated truck, an appropriate number of spreader poles.
 - 6.5.2. In the case of a vehicle fitted with a tarpaulin: at least 4 securing straps (min. 500daN) for vehicles up to 3.5 t GVW at least 18 securing straps (min. 500daN) for vehicles above 3.5 t GVW, a set of 8mm anti-slip mats for the entire load area; devices to protect the load against theft and the vehicle against unauthorised access, in particular padlocks and customs cables, seals.
- 6.6. When transporting electronics, car parts, pharmaceuticals, or foodstuffs that require a constant temperature, the means of transport should be equipped with a GPS satellite navigation system that allows for remote monitoring by a control station.
- 6.7. In the case of cabotage operations, the Contractor shall comply with the time limits and other requirements laid down in Regulation (EC) No 1072/2009 as regards the possibility of carrying out cabotage operations and shall be insured accordingly.

7. Contractor Downtime

- 7.1. The Contractor shall have the right to charge a contractual penalty of EUR 100 for international transport and cabotage, and PLN 200 for domestic transport within Poland, for each 24 hours of downtime commenced. In addition to the payment of the contractual penalty, the Contractor shall not be entitled to a separate claim on this account, including the payment of damages in excess of the amount specified in point 7.1. or for reimbursement of parking costs. The time of performance shall take into account the stoppages referred to in point 7.2 and shall be extended by the time indicated therein, and the consignee's failure to take delivery of the consignment before that time shall not be considered an impediment to delivery. The basis for calculating and paying the contractual penalty for a standstill is the entries in the parking card, confirmed by the person carrying out the loading, customs clearance, and unloading, and the Contractor's immediate notification of the standstill and its reasons to the Ordering Party in documentary form.
- 7.2. The contractual penalty for parking is not available to the Contractor:
 - 7.2.1. In the case of a stop for loading and unloading; lasting a total of 24 hours.
 - 7.2.2. Stops at national borders, customs offices.
 - 7.2.3. Stoppage on Saturdays, Sundays and local holidays and stoppage on public holidays at the place of unloading or unloading and/or for reasons attributable to the Contractor.
- 7.3. The Contractor shall perform the transport of the consignment without unreasonable interruption. It is forbidden to withhold transport for reasons other than those expressly set out in the general conditions or those which have a basis in the applicable legislation. In particular, a demand for payment of remuneration by the Ordering Party to the Contractor or an expectation of such payment cannot serve as a basis for withholding transport.
- 7.4. Any changes to the above provisions, in particular an increase in the amount of remuneration or contractual penalties payable to the Contractor due to demurrage, shall require documentary or

written form under pain of nullity and may only be agreed by the Ordering Party, with the proviso that any changes to the contract, in particular to the amount of remuneration or contractual penalties payable to the Contractor, shall be null and void if they are the result of a threat by the Contractor to fail to comply with the relevant instructions of the Ordering Party or to refuse to perform the contract, in particular to deliver the goods and allow them to be unloaded without an increase in the amount of remuneration.

8. Rules for the performance of transport

- 8.1. The Contractor is strictly prohibited from reloading or loading without the prior written consent of the Ordering Party under pain of nullity. Having another consignment in the load compartment at the time the vehicle is placed under loading is also considered loading.
- 8.2. The Contractor shall check at the place of loading what type of goods will be transported, in particular taking into account the nature of the goods to be transported.
 - 8.2.1. Whether the consignment contains dangerous goods, in particular by checking whether there is a reference to the ADR in the Consignment Note or on the packaging or the dangerous goods markings.
 - 8.2.2. That the consignment to be carried is not waste for the transport for which a permit is required, or the transport of which is not permitted.
 - 8.2.3. That the waste consignment corresponds to the waste category and complies with the documentation;
 - 8.2.4. Whether the consignment to be transported involves excise goods.
- 8.3. If it is found that the circumstances referred to in point 8.2. The Contractor shall notify the Ordering Party and await instructions to this effect, and shall also comply with the obligations arising from the relevant regulations in the event of receiving instructions to continue the transport.
- 8.4. For temperature-controlled transport:
 - 8.4.1. Hold a valid and up-to-date ATP certificate, if required by the relevant regulations.
 - 8.4.2. Use for transport a means of transport equipped with a technically operational refrigeration unit as required by the ATP certificate and a technically operational and calibrated thermostat with thermograph.
 - 8.4.3. Before starting loading and transport, ensure that the gen-set is not worn, has been properly maintained and has a sufficient power supply.
 - 8.4.4. Check before the start of transport that the transport temperature indicated on the Consignment Note is identical to the transport temperature indicated on the transport order.
 - 8.4.5. If a discrepancy is found, the Contractor shall immediately report this to the Ordering Party.
 - 8.4.6. Prepare a thermograph printout prior to loading in order to ascertain that the correct temperature has been set and that the vehicle has been adequately prepared for transport, measure the temperature of the goods loaded and enter the result of the measurement in the Consignment Note, and if the temperature of the goods loaded differs from that indicated in the order and/or transport document, report this fact immediately to the Ordering Party.
 - 8.4.7. Obtain and maintain the temperature at which the transport is to be carried out before starting loading.
 - 8.4.8. monitor the temperature for the entire duration of the transport and present, together with the invoice and transport documentation, a printout documenting the temperature in the semi-trailer during the transport; the printout from the thermograph must be in digital form containing: date, time, transport temperature and the frequency of recording must not be less than every 1 (one) hour.
 - 8.4.9. Provide, at the request of the Ordering Party, within a period of time to be determined by the Ordering Party, which may not be less than 24 hours, a printout documenting the temperature in the semi-trailer during transport.
- 8.5. In the event of the Contractor's failure to provide thermograph printouts, the Contractor shall be liable to pay to the Ordering Party a contractual penalty of EUR 100, payable within 14 days of the expiry of the time limit specified above or set by the Ordering Party in its request to provide such printout.

- 8.6. The Contractor shall comply with the applicable customs regulations, in particular with regard to the obligation to clear customs when crossing the customs border, the proper execution of customs procedures and their proper documentation.

9. Responsibilities related to the loading of the consignment

- 9.1. The Contractor is obliged to have the vehicle ready for loading on time. At the place of loading, the Driver must collect the documents necessary for the correct execution of the order, including the Consignment Note, CI document, loading invoices, certificates, goods specifications, and acceptance of goods.
- 9.2. The Contractor shall check the conformity of the Consignment Note and other transport documents with the order received, in particular with regard to the type and quantity or weight of the goods, their characteristics and numbers and the apparent condition of the consignment and its packaging and the address, company and person of the consignee.
- 9.3. The Contractor shall ensure that the Consignment Note includes the details of the Contractor and, if applicable, its subcontractor as successive carriers, confirmation of acceptance of the consignment for transport and details of the vehicle used for transport with its registration number and details of the Driver performing the transport with their name and surname and identity card numbers.
- 9.4. The Contractor shall check the conformity of the goods with the transport documentation, in particular with regard to the quantity, weight, characteristics and numbers of the goods, as well as the condition of the goods, the condition of their packaging and the state of preparation of the consignment for transport, in particular the temperature of the goods if the transport is to take place at a controlled temperature. In the event of any objections in this respect, the Contractor shall enter the objections with justification in all copies of the Consignment Note prior to the commencement of transport and obtain confirmation of the acceptance of the objections by the Consignor in the content of the Consignment Note and contact the Ordering Party for instructions as to how to proceed.
- 9.5. The Contractor shall check the correctness of the Shipper's loading and the arrangement and fastening of the goods and, if necessary, secure the goods for transport. In the event of any objections to the correctness of loading and stowage of the goods, the Contractor shall enter the objections and the reasons for them in all copies of the Consignment Note prior to the commencement of transport and obtain confirmation of the acceptance of the objections by the Consignor in the content of the Consignment Note and contact the Ordering Party for instructions as to further action.
- 9.6. If it is not possible to assess the conformity of the goods with the documentation, their condition, the state of their packaging, the state of preparation of the consignment for transport or the correctness of loading by the Consignor, the Contractor shall refuse to start transport and contact the Ordering Party immediately. If the Contractor cannot assess only the number of pieces in the consignment, he shall be entitled to commence transport after the appropriate reservation, confirmed by the Consignor's representative, has been entered on all copies of the Consignment Note.
- 9.7. If the Consignor prevents the Contractor from making entries in the Consignment Notes, or does not confirm their acceptance in the content of the Consignment Note, the Contractor shall refuse to commence transport and shall contact the Ordering Party immediately for instructions on how to proceed.
- 9.8. Unless otherwise and expressly stated in the transport order, the Contractor shall not be entitled to carry out or assist with loading itself.

10. Transport safety measures

- 10.1. The Contractor shall only carry out transport on roads of international and national class, with the exception of access roads to the place of loading and unloading.
- 10.2. The Contractor, as well as the Driver of the vehicle performing the transport, is obliged to exercise due care in protecting the transported load and to properly secure it during transport and parking, including not leaving the vehicle with the load unattended.
- 10.3. The Contractor shall be obliged to use guarded car parks during vehicle stops arising from the need to take necessary breaks during transport, including, in particular, the taking of rests by the

Driver in accordance with the Driver's working hours. The guarded car park should be a separate area, supervised 24 hours a day by security guards or other personnel on duty, well-lit at night, fenced, and equipped with entry and exit blocking devices that prevent vehicles from entering and leaving without the permission of the person supervising the car park.

- 10.4. Where the actual Carrier is another carrier (subcontractor), the Contractor shall provide that subcontractor with information on the obligation set out in points 10.1. 10.2. and 10.3.
- 10.5. During each stop, the Driver shall, when leaving the vehicle, lock it tightly on all factory locks, take the keys with them, and activate all installed anti-theft devices, including at least one of the following: an alarm, immobiliser, or gearbox lock. It is strictly prohibited to leave the vehicle keys unattended.
- 10.6. The Driver is also obliged to take the vehicle and transport documents with him during each stop.
- 10.7. Where the Contractor's liability insurance contract stipulates more stringent transport safety requirements, the Contractor shall comply with the rules outlined in the insurance contract.

11. Delivery of the consignment to the Recipient

11.1. The following conditions must be met when the consignment is released to the Recipient:

11.1.1. The consignment must be delivered to the company's registered office at the address indicated by the sender on the Consignment Note or on the transport order.

11.1.2. The consignment must be handed over to the person authorised to receive the goods against a receipt with a legible signature.

11.1.3. Where the Recipient is a natural person: the number of the identity card or other proof of identity of the Recipient, and the identity card or other proof of identity has been presented to the Contractor.

11.1.4. If the Recipient is an entrepreneur/company/entity other than a natural person, additionally, with a company stamp including at least its name.

11.2. The Contractor shall:

11.2.1. Immediately inform the Ordering Party of the Recipient's refusal to accept the consignment or of any other problems with acceptance and seek appropriate instructions from the Ordering Party.

11.2.2. Make sure that the goods have been fully unloaded and ensure that the date of receipt of the consignment is included in the Consignment Note.

11.2.3. Verify jointly with the Recipient the condition of the consignment at the time of handing over the consignment to the Recipient, including in particular the verification within the meaning of Art. 30 sec. 2 of the CMR in the case of international transport, and ensure that the Consignment Note mentions that the condition of the consignment has been checked with the consignee, together with the results of the check.

11.2.4. Immediately notify the Ordering Party of any objections as to the condition of the consignment reported at the moment of handing over the consignment to the Recipient or making an entry in the Consignment Note by the latter, and if it turns out before the handing over of the consignment that it has suffered a loss or damage, establish the condition of the consignment and the circumstances in which the damage occurred by means of a protocol.

11.2.5. When carrying out the transport of a consignment with the value declared in the Consignment Note in accordance with Art. 24 of the CMR Convention to ensure that, upon receipt of the goods, the value of the goods is entered in the CMR Consignment Note and, in the case of transport of a consignment with an amount of special interest declared in the Consignment Note in accordance with Art. 26 CMR to ensure that, on receipt of the goods, the value of the amount of the special interest in the delivery is entered in the CMR letter.

11.3. In addition, the Contractor shall comply with the following pallet exchange rules:

11.3.1. If the Contractor is unable to collect or return the pallets at the point indicated on the order, it shall immediately inform the Ordering Party in order to establish a new address.

11.3.2. In the case of an order with pallet exchange, the Ordering Party requires the Driver to collect the pallet receipt confirming the number of pallets collected and handed over, and to verify that the content of this document is factually correct.

11.3.3. If the order does not mandate the replacement of pallets or other packaging, the Contractor is not entitled to take empty pallets or packaging from the loading or unloading site.

12. Mode of communication

- 12.1. The Contractor shall ensure that the Ordering Party is in constant contact by telephone or instant messaging or otherwise with the Driver performing the transport.
- 12.2. It is the Contractor's responsibility to inform the Ordering Party, at each request, of the approximate location of the load (by providing coordinates or a GPS printout). If the vehicle is equipped with a location system that allows its position to be read out in real time, the Contractor shall provide the Contractor with the exact position of the vehicle or allow the Contractor access to this system.
- 12.3. In the event of any complications during the transport, in the event of a breakdown of the means of transport preventing the transport from continuing in a safe and lawful manner, a road accident involving the means of transport being used, or if it is determined that it will not be possible to perform the transport in accordance with its terms, the Contractor shall immediately contact the Ordering Party at the telephone number indicated on the transport order. In the event of difficulties in contacting the telephone number from the order, the Contractor shall use all other available means of communication, including by e-mail or via the telephone numbers appearing on the Ordering Party's current website, and shall, as far as possible, confirm the fact that the Ordering Party has been informed of the complication by sending a text message via telephone or e-mail. The Contractor shall be fully liable for any acts or omissions undertaken without the consultation and consent of the Ordering Party, including in particular any costs incurred as a result of the acts or omissions undertaken, which shall not preclude the Contractor from being subject to the contractual penalty provided for in these general conditions.
- 12.4. In the event of a road traffic accident or the discovery of theft or burglary of a vehicle, the Contractor shall, notwithstanding its obligation to contact the Ordering Party, notify the police and hand over to the Ordering Party the documents obtained from them, including the police note, and provide the Ordering Party with all data enabling the identification of the authority investigating the case and the investigation itself.
- 12.5. The Contractor shall comply with all instructions received regarding the handling of the consignment during acceptance and performance of transport and the manner of securing the consignment, as specified in the order received or arising from the procedures, practices or customs used.
- 12.6. The Contractor agrees to carry out any instructions given by the Ordering Party during the course of the transport and to amend the original contract of transport also without having to produce the first copy of the Consignment Note, provided that they are given in documentary form. The Contractor shall carry out the instructions given to him in the aforementioned form. The Contractor is prohibited from unloading the goods at any place other than that indicated by the Ordering Party.
- 12.7. The Contractor shall not be obliged to carry out instructions and to take account of changes to the contract of transport if it is not possible to carry out such instructions or if they interfere with the normal operation of the Contractor's business.
- 12.8. In the event that the necessity to carry out instructions or to amend the original contract of transport did not result from circumstances for which the Contractor is responsible, the Contractor shall be entitled to additional remuneration in proportion to the increased distance that the Contractor must travel to carry out the assignment. This remuneration is payable on the date provided for the basic remuneration.
- 12.9. The Contractor shall, within 2 (two) hours after unloading, inform the Ordering Party by e-mail to the e-mail address indicated in the transport order of the actual date of unloading of the goods, quoting the order number. If there was more than one place of unloading, the date of unloading at the last place is required. In the event of breach by the Contractor of its obligations under this clause, the Contractor shall be liable to pay a contractual penalty of EUR 50 for each breach, payable within 7 days of the date of the event giving rise to the obligation to pay the contractual penalty.
- 12.10. The Contractor shall immediately notify the Ordering Party of any case resulting in the Ordering Party's liability for damages under the contract of transport performed with the Contractor, including, in particular, but not exclusively, damage to the consignment. In any such case, the Contractor shall furthermore:

- 12.10.1. Use the means at its disposal to prevent or reduce the damage and to protect the property directly threatened by the damage.
- 12.10.2. Notify the police without delay if there is a justified suspicion that the damage is the result of a criminal offence or if the damage is the result of a road traffic accident, and in particular notify the police if the goods are found to have been stolen so that a report can be drawn up and appropriate proceedings initiated.
- 12.10.3. Cooperate with the Ordering Party in order to clarify all circumstances of the event resulting in the Ordering Party's liability for damages, including providing the Ordering Party with all information and documents indicated by the Ordering Party which are necessary to establish the entity responsible for the damage and the circumstances of the event and, at the request of the Ordering Party, to comply with the recommendations of the Ordering Party's insurer, providing the Ordering Party with the information and necessary powers of attorney.
- 12.10.4. At the request of the Ordering Party, report the loss to its insurer within 7 days of the request being forwarded by the Ordering Party.

13. Payment terms and transport documentation

- 13.1. The time limit for payment of the remuneration due to the Contractor for the performance of the contract of transport shall be 60 days, unless otherwise stipulated in the Contract of Transport, and shall be calculated from the date of examination of the quality of the service performed by the Contractor in accordance with Art. 6 of the Act on counteracting excessive delays in commercial transactions. The examination of the quality of the service shall be carried out based on the original proofs of service sent by the Contractor to the Ordering Party in hard copy, in particular transport documents (CMR letter, waybill, CI). The examination shall be carried out within one working day of the Contractor presenting the evidence referred to above to the Contractor. The date of payment shall be deemed to be the date on which the Ordering Party submits a bank transfer order for the amount due to the Contractor. The Contractor is only entitled to claim payment in the currency in which the remuneration was agreed. If, according to the order, the freight was agreed in a foreign currency and the VAT invoice was issued in this currency, the Ordering Party is entitled to choose whether to pay in the Polish currency or in the currency of the invoice. The Ordering Party's choice of currency covers only that part of the remuneration in which there is voluntary performance on its part and does not apply to the rest of the performance.
- 13.2. The Contractor shall deliver by post or in person to the Ordering Party within 14 days of unloading a VAT invoice containing the amount due under the following conditions:
 - 13.2.1. The Ordering Party does not accept summary invoices; the Contractor undertakes to issue a separate VAT invoice for each order.
 - 13.2.2. The invoice should be issued in the foreign currency in which the remuneration was agreed upon and include the bank account number;
 - 13.2.3. If it follows from the Ordering Party's order that the Carrier (freight) is payable in a foreign currency, for VAT purposes, the invoice must include the amount in PLN according to the average exchange rate of the National Bank of Poland on the day preceding the day of unloading.
 - 13.2.4. The invoice must indicate the number of the specific order(s) to which it relates and contain a reference to the prohibition of any assignment of receivables without the prior written consent of the Ordering Party expressed in writing under pain of nullity.
 - 13.2.5. The invoice should state the exchange rate used to convert the value in foreign currency, the date of loading and unloading, the correct payment date, the account number in EUR or PLN, respectively, depending on whether the invoice is payable in PLN or EUR.
- 13.3. Failure to comply with any of the obligations under this clause may result in the Ordering Party withholding payment of the Contractor's remuneration to the Contractor until the VAT invoice has been properly provided to the Contractor.
- 13.4. The Contractor undertakes to provide the Ordering Party with the original transport documents by post or in person within 14 days of the date of unloading, the originals of all transport documents accompanying the consignment; the documents should include legible dates of loading and receipt, as well as legible signatures and stamps of the Shipper and consignee under pain of a contractual penalty of 1% of the gross freight for each day of delay, payable within 7 days of the event justifying the obligation to pay the contractual penalty.

- 13.5. In the event of loss of documents relating to transport, the Contractor shall pay a contractual penalty of 100% of the gross freight. The deadline for payment of the contractual penalty on this account is 7 days from the date of the event justifying the obligation to pay the contractual penalty. Failure to present the requested documents to the Ordering Party within 30 days of the completion of the transport shall be deemed to be a loss.
- 13.6. In the event that a customs procedure is applied during transport, the Contractor shall be obliged to send, together with the invoice, a document confirmed by the competent Customs Office confirming its proper completion (e.g. SAD, EX1,T1). Failure to provide these documents shall render the Contractor liable to reimburse the Ordering Party for any costs relating to charges imposed on the Ordering Party by customs or tax authorities or any other entity.

14. Subcontractors

- 14.1. The Contractor shall carry out the transport assignment personally. The Contractor may subcontract the execution of this agreement to a third party only after obtaining the Ordering Party's consent in writing or in a document under pain of invalidity, and provided that the transport is subcontracted to an entity registered in the Republic of Poland or in other countries of the European Union.
- 14.2. In the event of subcontracting the performance of this contract to a third party, the Contractor shall be obliged to select such a third party that holds the licences, concessions and/or permits required by law to carry out this type of activity, has the appropriate means of transport required for the proper performance of the subcontracted transport activities, meeting, inter alia, the requirements set out in the general conditions, has insurance that meets the requirements set out in clause 5.1 i 5.2.
- 14.3. In the event of subcontracting the performance of the subcontracted transport to a third party, the Contractor shall ensure in its contract with the subcontractor that the subcontractor complies with the provisions of the general conditions.
- 14.4. The Contractor shall be fully responsible for its subcontractors, subsequent subcontractors, as well as all persons who carry out the transport commissioned to the Contractor by the Ordering Party.
- 14.5. In the event of transport damage or delay, the Ordering Party shall be entitled to charge the Contractor for the costs of rectifying the damage from the moment he himself is called upon to do so, even if it has not yet rectified the damage itself.

15. Unfair competition and violation of trade secrets

- 15.1. During the performance of the contract and after its termination, the Contractor undertakes to keep confidential and without the prior written consent of the Ordering Party under pain of nullity not to disclose to any third party, including other forwarders and carriers, and not to use for purposes other than those arising from the order received from the Ordering Party, any information constituting a business secret during the performance of the contract and for a period of 3 years after its termination. In the event of a breach of the above obligation, the Contractor shall pay a contractual penalty of EUR 10,000, payable within 7 days of the event justifying the obligation to pay the contractual penalty.
- 15.2. It is forbidden for the Contractor to disseminate false or misleading news about the Ordering Party and/or the business operated by the Ordering Party. The information referred to above is false or misleading information, in particular about: the persons in charge of the business, the services provided, the prices charged, the economic or legal situation of the Contractor, the status of settlements with the Contractor, including the maturity of debts whose due date has not arrived. This prohibition applies to the dissemination of information through all forms of communication, in particular through the mass media, including electronic communication via websites, web forums, e-mail, social networks, industry-specific websites and industry-specific freight or receivables exchanges. To the extent indicated above, the onus is on the Contractor to demonstrate the veracity of its claims.
- 15.3. In the event of breach by the Contractor of the obligations set out in clauses 15.2. of the general conditions, the Contractor shall be obliged to pay to the Ordering Party a contractual penalty of PLN 50,000 for each breach, payable within 7 days of the event justifying the obligation to pay the contractual penalty.

- 15.4. The Contractor shall refrain during the performance of the contract of transport concluded with the Ordering Party and for a period of 3 years thereafter from:
- 15.4.1. Submitting tenders directly to the Contractor's contractors and carrying out transport on their behalf without the intermediation of the Contractor or by entities linked to the Contractor personally or by capital.
- 15.4.2. Submitting bids directly to the Ordering Party's contractors or to perform transport for their benefit without the intermediation of the Ordering Party by the Contractor's subcontractors, with the help of whom the Contractor performed transport for the Ordering Party, subject to the provision that this applies only to those contractors of the Ordering Party, for the benefit of whom a given subcontractor performed transport as part of the performance of a transport agreement commissioned by the Ordering Party to the Contractor.
- 15.5. The Ordering Party's counterparty within the meaning of clause 15.4.2. 15.4.2. shall mean an entity that has given an order for transport to the Ordering Party, which was subsequently entrusted to the Contractor, and any entity that is known to the Contractor to have given an order for transport to the Ordering Party, which was subsequently entrusted to the Contractor, and any entity that is known to the Contractor to have given an order for transport to the Ordering Party, which was subsequently entrusted to the Contractor, shall be deemed the Ordering Party's counterparty. Whenever the Contractor, either personally or through personally or capital-related persons, intends, within a period of 3 years, to enter into cooperation with any of the entities mentioned in the preceding sentence, in respect of which the Contractor does not know whether it has awarded a transport contract to the Ordering Party which was subsequently entrusted to the Contractor, it shall make a written enquiry to the Ordering Party as to whether the Contractor is bound by the prohibition on acts of unfair competition in relation to that entity.
- 15.6. A person with a personal or capital relationship with the Contractor shall be deemed to be: any entity holding more than 10 % of the shares in the capital of the Contractor, any entity in which the Contractor holds more than 10 % of the shares, entities which are partners with the Contractor in a partnership, entities which are partners in the Contractor which is a partnership, members of the bodies of the Contractor which is a partnership, ascendants and descendants, siblings and affinities up to the first degree of the Contractor, as well as any of the entities described above, any entity in which the persons listed in lit. e and f hold more than 10% of the share capital in the case of capital companies, in which such persons are partners in the case of partnerships, or in which such persons are founding members or members of bodies.
- 15.7. For breach by the Contractor of the obligation set out in clause 15.4, the Contractor shall pay to the Ordering Party a contractual penalty of €50,000 for each breach, payable within 7 days of the event justifying the obligation to pay the contractual penalty.

16. Contractual penalties

- 16.1. The Contractor shall be obliged to reimburse the Ordering Party for any dues with which the Ordering Party has been charged by the competent state authorities, customs authorities and also other entities due to the Contractor's breach of duty.
- 16.2. Notwithstanding the entitlement to impose contractual penalties under the terms of point 16.3, in the event of non-performance or improper performance of the contract by the Contractor or withdrawal from the contract by the Ordering Party for reasons attributable to the Contractor, the Ordering Party shall be entitled to entrust the performance of the contract in whole or in part to another entity, and the Contractor shall be obliged to cover all costs related thereto.
- 16.3. The Contractor shall pay to the Ordering Party a contractual penalty in the amount of gross freight, payable within 7 days of the event justifying the obligation to pay the contractual penalty in the event of:
- 16.3.1. Late arrival at the loading bay by at least 2 (two) hours.
- 16.3.2. Failure to park the vehicle at the place of loading.
- 16.3.3. The Contractor's failure to fulfil its transport obligations.
- 16.3.4. Failure to take delivery of all or part of the cargo for reasons attributable to the Contractor.
- 16.3.5. Withdrawal from the contract by the Ordering Party for reasons attributable to the Contractor;
- 16.3.6. breach by the Contractor of any of the obligations expressed in points 5.1., 5.2., 6.4., 6.7, 7.3., 8.1., 8.4., 10.5., 11.2., 12.6., 14.2. provided that a penalty may be imposed separately for each violation.

- 16.3.7. The provision by the Contractor of untruthful information on the performance of the contract of transport, in particular as regards the location of the vehicle, the circumstances of damage to the goods or the delay.
- 16.4. In the event of the late arrival of the vehicle at the place of unloading, the Contractor shall be obliged to pay a contractual penalty to the Ordering Party:
- 16.4.1. In the case of domestic transport, twice the gross freight rate.
- 16.4.2. In the case of cabotage transport, the amount is three times the gross freight, payable within 7 days of the event that justifies the obligation to pay the contractual penalty, i.e., the date of unloading, as specified in the transport contract between the Ordering Party and the Contractor.
- 16.5. The total amount of contractual penalties resulting from the provisions of clause 16.3 for one order may not exceed three times the gross freight.
- 16.6. In the event of the Ordering Party's non-performance of the contract, particularly if the goods are not available for loading, the Ordering Party shall be liable for the Contractor's documented damage, with this liability not to exceed EUR 200.
- 16.7. The Contractor's obligation to pay contractual penalties, as provided for in the contract of transport between the Ordering Party and the Contractor and the general conditions, is independent of the occurrence of damage and does not exclude the assertion of supplementary damages on general principles. If the Ordering Party has imposed contractual penalties on the Contractor on several grounds, without indicating the proportion in which the penalties on the individual grounds make up the total penalty, in the event that the Ordering Party seeks supplementary damages for damage caused by a specific breach, it shall be assumed that the penalty for that breach has been imposed on the Contractor in the full amount provided for in these terms and conditions.
- 16.8. The Contractor's liability for compliance with the obligations provided for in the contract of transport with the Ordering Party and these general conditions is strict liability and is excluded in the event of Force Majeure or the exclusive fault of the Ordering Party.
- 16.9. The parties acknowledge that the term gross negligence of the Contractor includes, in particular, such conduct and omissions of the Contractor as:
- 16.9.1. Failure to comply with road safety rules.
- 16.9.2. The use of a subcontractor despite the lack of consent from the Ordering Party.
- 16.9.3. Failure to request instructions from the Ordering Party in accordance with the law, the concluded contract or these general terms and conditions, or failure to comply with the Ordering Party's instructions.
- 16.9.4. Failure to take action to mitigate the damage.
- 16.9.5. Breach of the contractual provisions and of these general terms and conditions with regard to the parking of the vehicle and securing the goods against theft.
- 16.9.6. driving by persons without the appropriate authorisation and under the influence of alcohol or other drugs;
- 16.9.7. Failure to verify the content of the Consignment Note, the condition of the goods and their packaging.
- 16.9.8. Commencing transport despite knowing that the goods have not been properly stowed, secured or packaged or that they cannot be adequately secured for transport.
- 16.10. In the event of damage caused by the Contractor to the Ordering Party, the basic manner of redressing the damage shall be the deduction of the Ordering Party's claims from the Contractor's receivables; in the event of a claim by the Ordering Party for improper performance of the contract of transport, the time limit for payment of the freight shall be suspended until all doubts relating to the determination of the extent and amount of the damage and the person responsible for it have been clarified, but no longer than for 100 days counted from the due date of the liability in question. The suspension shall also apply to freight resulting from other contracts of transport performed by the Contractor on behalf of the Ordering Party, insofar as these general terms and conditions apply to them up to the amount of the Ordering Party's potential claims.
- 16.11. The Contractor agrees to set off any claims of the Ordering Party against the Contractor's remuneration for services rendered and any other claims the Contractor has against the Ordering Party, whereby the claims of the Ordering Party presented for set-off do not have to originate from the same legal relationship as the claims of the Contractor. Such set-off will be considered

by the parties as the normal means of performance by the Ordering Party. In the event that the Ordering Party has claims against the Contractor expressed in a foreign currency and the Contractor has claims against the Ordering Party in Polish currency or another foreign currency, the Ordering Party shall also be entitled to submit a statement of set-off and the conversion of the Ordering Party's claims into the relevant currency shall be made at the average exchange rate of the National Bank of Poland as at the date on which the Ordering Party submits the statement of set-off (before this statement is delivered to the Contractor).

- 16.12. The Contractor shall not be entitled to assign (cede) to another entity the receivables to which it is entitled from the Ordering Party on any account, in particular for the transport performed and the improper performance of the contract by the Ordering Party, or to offer to enter into such an assignment agreement, including incidental receivables, in particular the receivables referred to in Art. 10 section 1 and 2 of the Act of 8 March 2013 on the prevention of excessive delays in commercial transactions.
- 16.13. In the event of a breach by the Contractor of the provisions of point 16.12, in particular in the event that the receivables are submitted for sale on a debt exchange, the Contractor shall be obliged to pay to the Ordering Party a contractual penalty of EUR 500. In the event of the conclusion or offer to conclude claims arising from several titles, the contractual penalties may be accumulated by the Ordering Party.
- 16.14. The amount agreed in the order is final and includes all costs associated with the transport, including oversize cargo authorisation, ferry costs, pilotage, customs clearance costs, etc. Other claims for fees incurred will not be considered except as agreed in advance with the Ordering Party and based on supporting original documents. If the transfer of the Contractor's remuneration is made to a bank account of a bank located outside the European Union, the cost of making the transfer shall be charged to the Contractor and shall reduce its remuneration. If, for reasons attributable to the Contractor, in particular in the event that the Contractor loses its status as an active VAT taxpayer, the Ordering Party loses the right to deduct the VAT contained in the Contractor's remuneration from the tax due to the Ordering Party, the Contractor shall be obliged to pay to the Ordering Party a contractual penalty in an amount equivalent to the VAT that cannot be deducted. This receivable will be deducted from the Contractor's remuneration.

17. Withdrawal from and termination of the contract

- 17.1. The Ordering Party shall have the right to withdraw from the contract without stating reasons no later than before the scheduled loading date in documentary form under pain of nullity.
- 17.2. The Ordering Party, notwithstanding its rights under the applicable legislation, shall have the right to withdraw from the contract due to the fault of the Contractor without calling for performance in the following cases:
- 17.2.1. If the Contractor declares that it will not perform the contract in accordance with the terms and conditions specified therein; this shall also apply to the period prior to the arrival of the vehicle for loading.
- 17.2.2. delays by the Contractor in placing the vehicle for loading.
- 17.2.3. The loading of a vehicle which is not in conformity with the contract or does not meet the requirements set out in the general conditions.
- 17.3. If the withdrawal is made after loading, the Contractor shall return the consignment at the place of loading and shall not be entitled to remuneration for the part of the transport performed.

18. Personal data protection

- 18.1. The Controller of the personal data is the Ordering Party.
- 18.2. The Ordering Party, as Controller, shall process the personal data provided by the Contractor in concluding and performing this contract for the following purposes:
- 18.2.1. For the purpose of performing the contract concluded with the Contractor pursuant to Art. 6 sec. 1(b) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016. (GDPR).
- 18.2.2. If necessary for the purpose of asserting or protecting against claims arising from the Contractor's performance of the contract - based on Art. 6 sec. 1(f) GDPR - legal protection of the Controller.
- 18.2.3. Fulfilment of the Controller's legal obligations under the Accounting Act

- 18.2.4. Pursuant to Art. 6 sec. 1 point c) of the DPA; for the marketing of the Ordering Party's own services - based on Art. 6 sec. 1(f) GDPR.
- 18.2.5. To offer new orders - based on Art. 6 sec. 1(b) and (f) of the GDPR.
- 18.3. The provision of data necessary for the execution of the contract in question is voluntary, but is a condition for the conclusion of the contract with the Contractor and may be a condition for its proper execution, in the case of data provided during the period of execution of the contract concluded between the parties.
- 18.4. If the processing of personal data is considered to be in breach of the applicable legislation, the Contractor shall have the right to lodge a complaint with the President of the Personal Data Protection Authority.
- 18.5. The Contractor has the right to access, rectify, erase or restrict processing of its own personal data and the right to data portability.
- 18.6. The Contractor has the right to object to the processing of personal data based on Art. 6 sec. 1(e) or (f) GDPR.
- 18.7. The data will be stored for the period necessary for the performance of the contract concluded between the Parties (in particular, until the expiry of the limitation period for claims potentially originating in the performance of the contract, the end of litigation concerning these claims and the expiry of the legal obligation to store the data).
- 18.8. When transferring third-party data to the Ordering Party in the performance of a concluded contract, the Contractor shall be liable to the Controller and to those persons for having an appropriate legal basis for the processing of such data, in particular for their transfer to the Ordering Party.
- 18.9. The Contractor declares that, prior to the transfer of personal data, it will fulfil its information obligation towards the persons whose data it provides and whose transfer is necessary for the proper performance of the contract, pursuant to Art. 13 and 14 of the GDPR. This applies in particular to persons with whom it cooperates in the performance of the contract concluded between the Parties.
- 18.10. The data will be transferred to entities with which the Controller cooperates in the performance of this agreement, the Controller's principals, entities providing the Controller's IT services, accounting services, entities providing consultancy and legal services, entities providing postal or courier services, entities providing payment services and authorities entitled to receive information under the law.

19. Final provisions

- 19.1. In matters not covered by these general terms and conditions, the relevant provisions of Polish law shall apply, or the provisions of the CMR Convention in the case of international transport, and in the case of cabotage transport, the provisions of the country in which the cabotage transport is performed with regard to the Carrier's liability for damage to or delay in delivery of the consignment.
- 19.2. The invalidity of any provision of these general terms and conditions shall not result in the invalidity of the entire contract of which the general terms and conditions are an integral part.
- 19.3. With regard to the implementation of transport in accordance with the GTC, the provisions of Art. 66(1) § 1 - 3 of the Civil Code shall not apply.
- 19.4. Any disputes arising out of the conclusion or performance of the contract of transport, of which the GTCs are an integral part, shall be settled amicably by the Parties, and if this is not possible, by the common court having jurisdiction at the seat of the Ordering Party.