



**GENERAL CONDITIONS OF TRANSPORT
MARGO WORLDWIDE GROUP SP. Z O.O.
WITH ITS REGISTERED OFFICE IN POZNAŃ**

(version 6 effective from 09.06.2025)

I. Articles and application of the General Terms and Conditions of Carriage of Margo Worldwide Group Sp. z o.o. with its registered office in Poznań.

1. The General Conditions of Transport (hereinafter referred to as the General Terms and Conditions of Carriage – or the GCC) define the rules for the performance of transport contracts concluded by Margo Worldwide Group Sp. z o.o. with its registered office in Poznań (hereinafter referred to as the Principal) with carriers (hereinafter referred to as the Contractor).
2. The GCC are an integral part of each transport contract concluded with the Contractor, which the Contractor is obliged to perform under the conditions specified therein.
3. The content of the GCC is made available at the Principal's offices, via a publicly accessible internet address <https://margo-worldwide.com/owp25en> in pdf format, which can be read in a web browser and, above all, downloaded, stored and reproduced in the ordinary course of business and on the website of the <https://margo-worldwide.com/> in the OWP (GCC) tab and the General Conditions of Carriage tab in Polish and English. The General Conditions of Carriage are made available together with the transport order agreement.

II. Dictionary.

1. Driver – a natural person driving a vehicle and performing transport activities, including a multi-person crew of a vehicle.
2. GCC – general terms and conditions of carriage – constituting an integral part of the transport mandate agreement, specifying the rules for the performance of transport by the Contractor,
3. Guarded car park – a separated, fenced, illuminated at night area adapted to the parking of trucks and vans, monitored and supervised around the clock, equipped with devices blocking entry and exit without the permission of the supervisor or an automatic system supervising entry and exit.
4. Contractor – a party undertaking to perform a transport task under the terms and conditions of the transport order contract and the General Conditions of Carriage (GCC), who is an entrepreneur engaged in the transport of goods for profit, holding the appropriate licences and permits required by law, as well as the means of transport.
5. Principal – Margo Worldwide Group Limited Liability Company with its registered office in Poznań at 7 Mrągowska Street, 60-161 Poznań, entered into the National Court Register under number 00011110956.



6. Contract – a consensual agreement between the Principal and the Contractor obliging them to carry out the transport of goods and pay the agreed price for the service performed.
7. Cargo – items which the Contractor has undertaken to transport or accepted for transport by the Contractor; the term cargo should also be understood as a shipment.
8. Means of transport – a motor vehicle adapted for the commercial transport of goods with a separate cargo space, which is respectively a transport vehicle with a maximum permissible laden weight (MPLW) up to 3.5 tonnes, a truck with a MPLW of over 3.5 tonnes up to 7.5 tonnes, a truck with a MPLW over 7.5 tonnes, a truck with a trailer, or a tractor with a semi-trailer, which is used by the Contractor and is owned by the Contractor or is rented, leased or used by the Contractor on the basis of other agreements.

III. Requirements for the Contractor

1. The Contractor is obliged to have the licenses and permits required by law to perform domestic and international commercial transport of goods.
2. The Contractor is obliged to obtain all required permits to perform a specific transport and other documents necessary to perform this transport in accordance with the law and at their own expense, unless otherwise stipulated in the contract of transport order, oversized transports, special transports, adhering to the Agreement of 30 September 1957 concerning the International Carriage of Dangerous Goods by Road (ADR).
3. The Contractor is obliged to have valid mandatory third-party liability insurance for the vehicle or vehicles in which it transports and assistance insurance (towing the vehicle) to a minimum of the nearest parking place for trucks in order to provide an adequate place for parking the vehicle with a load in the event of a breakdown or other road incident.
4. The Contractor is obliged to have valid carrier's civil liability insurance covering domestic, international and cabotage transport, including in particular in Germany, France, Belgium and the Netherlands, and in addition, the territorial scope of the insurance cover granted should include the countries through which the transport will be carried out and the country of the place of unloading and loading for the duration of the transport service, no exclusions in the field of transport in terms of the type of goods transported, the sum insured not less than EUR 100,000 for every instance of damage and the insurer's liability must cover damage resulting from:
 - a. theft, robbery, armed robbery, breaking into the cargo space, including in particular when the vehicle with the load is parked outside guarded parking lots,
 - b. damage to the goods during transport,
 - c. damage to goods during loading and unloading activities performed by the Contractor or its employees,
 - d. Delays in delivery
 - e. gross negligence of the carrier.



5. The Contractor is obliged to comply with all regulations concerning the delegation of workers and the minimum wage in force in the countries in which it performs services provided to the Principal and where its vehicle are located at a given time, as well as to comply with all regulations applicable to carriers, in particular Regulation (EC) No. 1072/2009 of the European Parliament and of the Council and Regulation (EC) No. 561/2006 of the European Parliament and of the Council, and transport law, in international transport the CMR Convention, and in 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 provisions relating to the delegation of workers as part of the provision of services, including minimum wages. The Client shall not be liable for any sanction or penalty resulting from non-compliance with these regulations.
6. In the case of cabotage transport, the Contractor is obliged to comply with the deadlines and other requirements set out in Regulation (EC) No. 1072/2009 in terms of the possibility of performing cabotage transport, as well as having the appropriate insurance. In the event that it turns out that the vehicle indicated in the cabotage order is not able to perform the transport due to the provisions of the above-mentioned regulation, the Contractor is obliged to perform the transport with another vehicle or cover the costs of a replacement vehicle.

IV. Requirements for the driver, multi-person crew of the vehicle & means of transport.

1. The Contractor undertakes to provide for the collection of the cargo being the subject of the contract, in each case a means of transport with an appropriate load capacity and volume of cargo space, with the possibility of loading backwards from a warehouse ramp adapted for loading trucks, with a valid technical inspection, and in addition:
 - a. meeting the requirements of The Transported Assets Protection Association (TAPA), including, in particular, against intrusion into the cargo space,
 - b. meeting the minimum emission standard Euro 5 or higher or other standards required by the country's regulations through the area or in the area where the transport is performed,
 - c. suitable for the transport of cargo specified in the order, including oversized, refrigerated, frozen, and special cargo,
 - d. having an airtight, dry, odor-free and clean cargo space inside and outside; at the request of the Principal, the Contractor is obliged to present a certificate confirming the washing of the cargo space, and in the case of a tanker also the pumps and hoses discharging the load,
 - e. the tarpaulin covering the cargo space should be free of abrasions, cavities and cuts, and have protection against cutting in the form of an embedded protective net,
 - f. the floor of the cargo space must not have cavities, holes or other damage and must have functional points for attaching safety belts,
 - g. A semi-trailer, trailer, solo vehicle or van, whose cargo space is covered with a tarpaulin, should be equipped with side boards of 4 pieces for each segment of the side of the cargo space with customs protections such



- as a customs rope or customs lock, also in the case of rigid bodies (refrigerated trucks, isotherms, container bodies).
2. The means of transport should be equipped with the following means to protect the goods against damage as a result of moving or getting out of the cargo space:
 - a. in the case of refrigerated trucks, isotherms, and rigid container bodies – at least 4 expansion poles, as well as anti-slip mats for the entire loading area,
 - b. in the case of tarpaulin, box, and platform bodies – 25 safety straps with a load rating of 500 decanewtons, 4 expansion boards, anti-slip mats for the entire loading area with a thickness appropriate to the type of load and not less than 5 mm, 32 corners (angles),
 - c. in the case of a vehicle with a GVW of up to 3.5 tons with a tarpaulin body – 4 expansion boards, anti-slip mats for the entire loading area, 6 safety belts rated at least 500 decanewtons, 24 pieces of corners,
 - d. in the case of a vehicle with a GVW of up to 3.5 tons with a refrigerated truck, isotherm, rigid container body – 4 expansion poles, anti-slip mats for the entire loading area,
 - e. in the case of a colimulda semi-trailer – 10 pieces of chains for fastening steel coils and the security measures listed in point IV.2.b.
 - f. in the case of the transport of dangerous goods, the safety measures set out in the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) where relevant and appropriate to the cargo being transported;
 3. The door to the cargo space should be secured with mechanisms or devices protecting against access to the cargo space by third parties, including a lock or other mechanism opened with a key or an object accessible only to the vehicle operator and the Contractor.
 4. All load securing measures and door protections should be certified and meet safety standards. In the absence of appropriate security measures and the need to complete them, the Contractor will be charged with the costs of their purchase and will be obliged to cover the damage due to the lack of appropriate security measures.
 5. When transporting electronics, tyres, car parts, pharmaceutical products, foodstuffs requiring temperature control, motor vehicles, or alcohol, the means of transport must be equipped with a GPS device with the possibility of sharing the signal with the Contractor for the duration of transport in order to ensure performance of the contract.
 6. The crew of the vehicle performing the transport should meet the following requirements:
 - a. have a valid licence to drive a vehicle dedicated to the performance of the entrusted transport task, and if required by the type of transported cargo, appropriate qualifications and training, including in particular in the field of ADR,
 - b. use an appropriate foreign language to the extent that allows communication at the place of loading/unloading in terms of understanding the received instructions and the content of transport documents, raising objections, and in the absence of such skills, also provide support of an appropriate person remotely,



- c. undergo systematic training in procedures to prevent smuggling of people and goods, as well as to protect the vehicle against burglary or intrusion of unauthorized persons into the vehicle and cargo space,
 - d. have personal protective equipment, including in particular a reflective vest, helmet, protective shoes, gloves, protective clothing, and other required and necessary means for transport, unloading and loading,
 - e. competences, knowledge and skills to behave and take action in hazardous conditions occurring on the roads while maintaining caution and safety rules,
 - f. behave politely at the loading/unloading site and in contact with other people, do not argue, do not make a fuss and keep clean and neat clothing.
7. The Contractor is obliged to counteract the consumption of alcohol and drugs by drivers, and is fully responsible for any damage caused by such behaviour.

V. Contractor's documentation.

1. The Contractor shall immediately after the conclusion of the agreement, but not later than on the date of its conclusion, as well as at each request of the Principal within 3 years from the date of conclusion of the agreement, be obliged to provide the Principal with the following documents:
 - a. a third-party liability insurance policy for vehicle owners concerning the means of transport to be carried out,
 - b. carrier's liability insurance policy or insurance contract and general terms and conditions of insurance,
 - c. written certificate of the insurance company on the validity of the policy not older than 14 days from the date of issue (applies to the first order received from the Principal during the term of the policy),
 - d. a document confirming the conduct of business activity, i.e. a certificate of entry in the register of business activity (Centralna Ewidencja i Informacja o Działalności Gospodarczej - CEIDG or Central Registration and Information on Business - CRIB or equivalent) or an excerpt, an extract from the National Court Register and VAT - EU, and in the case of a foreign carrier, equivalent documents confirming the registration of business activity in the country where its registered office is located;
 - e. a decision on the registration of a NIP number and a decision on the registration of a REGON number;
 - f. a permit to perform the profession of road transport operator (in the case of a contract for domestic transport),
 - g. a license to perform international transport (in the case of an order for international transport),
 - h. data of the vehicle with which the transport will be carried out, including its registration numbers,
 - i. data of the driver or drivers who will carry out the transport, including name and surname and ID card number and direct telephone numbers,
 - j. a copy of a document confirming the notification to the competent authorities of the delegation of the driver or drivers who will carry out the transport



(in the case of transport to which the French regulations on minimum wage and posting of workers apply),

- k. a valid ATP certificate (Agreement on the International Carriage of Perishable Foodstuffs and on the Special Equipment to be used for such Carriage) in the case of transport of goods requiring such a certificate.
2. If the Contractor fails to provide the documents described in point V.1 of the GCC immediately after the conclusion of the agreement and no later than on the date of its conclusion, the Principal may withdraw from the agreement due to the fault of the Contractor without the need to call for its performance. The Principal may exercise the right to withdraw from the agreement within 6 months from the date of conclusion of the agreement.
3. In the event that the submitted documents described in point V.1 are verified negatively, including in particular if the license is invalid, the policy or its instalment is not paid, the policy has too short a validity period, i.e. 14 days after the date of the planned implementation of the transport order, the license is invalid, the Principal may withdraw from the agreement and the Contractor will be obliged to pay the freight difference for the performance of the contract by the substitute carrier.
4. If the Contractor uses the services of a subcontractor, the Contractor is obliged to provide the Principal with the documents listed in point V.1 concerning the subcontractor on the day of concluding the agreement with the subcontractor. If the Contractor does not deliver them within this period, the Contractor may withdraw from the contract due to the Contractor's fault without the need to call for its performance, and the Contractor will be obliged to pay the cost of the difference in freight due to the performance of the contract by the substitute carrier. The Principal may exercise the right to withdraw from the agreement within 6 months from the date of conclusion of the agreement.

VI. Downtime.

1. Parking of a means of transport waiting for loading or unloading for the first 24 hours, counted after the expiry of the time provided for in the contract, is free of charge.
2. If the means of transport is not unloaded or loaded within 24 hours calculated in accordance with point VI.1. of the GCC, the Principal shall pay the Contractor a contractual penalty for each subsequent commenced 24 hours of downtime in the amount of:
 - a. EUR 100 in the case of international transport and cabotage,
 - b. PLN 150 in the case of domestic transport.
3. The condition for payment of the contractual penalty for downtime is the joint fulfilment of the following conditions:
 - a. documentation by the Contractor of the downtime and its duration during loading and unloading activities with a parking card confirmed by the bestower or recipient, respectively,
 - b. immediately informing the Principal about the delay in loading or unloading at the time of its occurrence and about its reasons,



- c. Occurrence of a standstill for reasons other than those described in point VI.5.
4. The demand for payment of the contractual penalty under point VI.2 is not available In the event of delay in providing the vehicle for loading or unloading within the deadlines specified in the transport contract.
 5. For stops that occurred during the performance of transport at borders, at customs offices for the purpose of customs clearance, at the borders of countries, as a result of activities carried out by services carrying out inspections, on days when the passage of means of transport is limited by law and on Saturdays, Sundays, holidays, including non-working days and local holidays in a given country, There is no demand for payment of the above-mentioned contractual penalty as well as any other demurrage fee or compensation.
 6. Any changes to the provisions of Section VI of the GCC, in particular the increase in the amount of contractual penalties, must be made in writing under pain of nullity and may be agreed only by the Principal or a person holding a special written power of attorney granted by a person or persons authorized to represent the Principal, disclosed in the register of entrepreneurs of the National Court Register, with the proviso that any changes will be invalid if they are the result of a threat (blackmail) on the part of the Contractor, that they will not follow the relevant instructions of the Principal or refuse to perform the contract, in particular to deliver the goods or enable their unloading without increasing the amount of contractual penalties.

VII. General rules for the performance of transport.

1. The Contractor is obliged to dedicate and provide at the place of loading a vehicle appropriate for the performance of the transport contract.
2. The Contractor is obliged to perform transport without unjustified interruptions, observing the loading and unloading deadlines in accordance with the transport contract. It is forbidden to suspend transport for reasons other than those directly resulting from the provisions of the GCC or based on the applicable law.
3. The basis for the suspension of transport may not be a demand for the agreed payment before the payment date indicated in the transport contract or waiting for such payment or a demand for a change in the amount of remuneration for the transport.
4. A change in the amount of remuneration specified in the contract made by the Principal as a result of the Contractor's request under pain of suspension of transport, failure to unload the goods or fulfillment of other demands addressed by the Contractor to the Principal shall be deemed invalid and undertaken against the will of the Principal, and the Contractor's conduct shall be deemed blackmail, threat or other unlawful conduct not enjoying legal protection.
5. The Contractor is prohibited from reloading, transshipment (the process of unloading goods from one vehicle and reloading them onto another for continued transport to their final destination), and topping up, without obtaining the written consent of the Principal under pain of nullity. A top-up is also considered to be having another load in the cargo space at the time of providing the means of transport for loading.



6. The Contractor is obliged to comply with the applicable customs procedures when crossing the customs border, report for customs clearance and properly document customs activities, regardless of whether such an obligation resulted from the transport contract.
7. In the case of transport to and from Switzerland, Great Britain and Ireland, the Contractor is obliged to develop and comply with procedures for the protection of cargo against the intrusion of third parties into the cargo space, as well as against smuggling of goods in accordance with the recommendations of the relevant authorities, including the British border force.
8. In the case of transport in controlled temperatures, the Contractor is obliged to:
 - a. Hold a valid and current ATP certificate, if required by applicable regulations.
 - b. use a means of transport equipped with a technically efficient refrigeration unit required by the provisions of the ATP certificate and a technically efficient and calibrated thermostat with a thermograph,
 - c. before starting loading and transport, make sure that the engine generator is not worn-out, has been properly maintained, and has sufficient power supply,
 - d. check before the commencement of transport whether the temperature of transport indicated in the consignment note is identical to the temperature of transport indicated in the transport order; in the event of a discrepancy, the Contractor is obliged to immediately report it to the Principal,
 - e. prepare a printout from the thermograph before the start of loading, which allows you to determine whether the correct temperature has been set and whether the vehicle has been properly prepared for transport, measure the temperature of the loaded goods and enter the measurement result in the consignment note, and in the event of a difference between the temperature of the loaded goods and the temperature indicated in the order and/or transport document, immediately report this fact to the Principal,
 - f. before loading begins, obtain and maintain the temperature at which the transport is to be carried out;
 - g. do not switch off the vehicle's engine at standstills if the operation of the refrigeration unit depends on the operation of the engine;
 - h. connect the refrigeration unit to an external power supply during stoppages, when the refrigeration operation requires it;
 - i. set the refrigeration unit in continuous operation to the middle value of the given range - in the case of receiving information without indicating a specific transport temperature (i.e. when the range of permissible temperatures is indicated, e.g. +15 - + 19 :: 17);
 - j. monitor the temperature throughout the journey;
 - k. present together with the invoice and transport documentation a printout documenting the temperature in the semi-trailer during transport; the printout from the thermograph must be in a digital form containing: date, time, transport temperature and the frequency of recording cannot be less than every 30 minutes; This printout should be stored together with the tachograph printout/discs for at least one year from the date of completion of transport and release of the consignment.



- f. whether the consignment constituting waste corresponds to the category of waste and complies with the documentation,
 - g. whether the consignment to be transported is not excise goods, in particular alcohol or cigarettes.
2. If it is found that the circumstances referred to in point VIII.1.b-g have occurred, the Contractor is obliged to immediately notify the Principal of this fact and wait for appropriate instructions, and additionally, to comply with the obligations resulting from the relevant regulations in the event of receiving instructions to continue transport.
 3. The Contractor is obliged to provide the means of transport for loading at least one hour before the expiry of the time indicated in the transport order contract.
 4. At the place of loading, the Contractor is obliged to receive the documents necessary for the proper performance of the transport contract, including in particular the bill of lading, the lieferschein (Invoice or bill of delivery), the WZ Document (Wydanie Zewnętrzne or Foreign Delivery), delivery note, invoices related to loading, certificates, specifications of the goods, T-1 or T-2, EX, EUR documents, etc.
 5. The Contractor is obliged to take photos of all received documents and send them by e-mail to the address indicated in the transport order agreement within 2 hours from the end of loading, providing the order number in the message. In the case of loading in the UK and Switzerland, the documents should be sent within 24 hours.
 6. The Contractor is obliged to check the compliance of the bill of lading and other transport documents with the content of the transport order agreement, in particular with regard to the type, quantity and weight of the cargo, its features, numbers, as well as the address, company and recipient, markings of the goods on the labels, including the destination. In the event of any inconsistencies or misunderstanding of the content of transport documents, or the impossibility of their verification due to a lack of knowledge of the language, the Contractor should refrain from commencing the transport and immediately contact the Principal in order to obtain instructions on further proceedings.
 7. The Contractor is obliged to ensure or enter in the consignment note his data, or the data of his subcontractor, confirm the acceptance of the consignment for transport, indicate the data of the means of transport, driver or drivers with their names and surnames, ID card and telephone numbers, container number, and if it has been entrusted for transport with the goods.
 8. The Contractor is obliged to check the compliance of the substance of the cargo with the data entered in the transport documentation received at the loading and in the transport order contract, in particular in terms of the quantity, weight, characteristics and numbers of the goods, as well as its condition, the condition of its packaging and the state of preparedness of the shipment for transport, including in particular the temperature of the cargo if the transport is to take place at a controlled temperature. In the event of any reservations in this respect, the Contractor is obliged to enter the reservations with justification in all copies of the bill of lading or other transport documentation before the commencement of transport and to obtain confirmation of acceptance of the reservations by the shipper, as well as to contact the Principal in order to obtain instructions on further proceedings.



9. Instructions as to further proceedings in the cases referred to in VIII.6, VIII.8, VIII.13, VIII.14 shall be given in the form of a document, in particular by e-mail, via an internet communicator (e.g. trans), or by text message, and shall not require any amendment to the content of the transport order agreement in this respect.
10. The Contractor is obliged to check whether the load has been properly placed in the cargo space of the vehicle, placed in accordance with the standards specifying the axle loads of the means of transport, with appropriate use of the cargo space, secured against movement while driving, and in the case of such a load, secure the load on its own with appropriate securing measures. In the event of any reservations or objections to the correctness of loading and placing the goods, the Contractor is obliged to enter such reservations and objections with justification in all copies of the consignment note before the commencement of transport, and to obtain confirmation of acceptance of the reservations and objections by the shipper in the content of the consignment note, as well as to contact the Principal in order to obtain instructions on further proceedings.
11. If it is found that the goods cannot be effectively secured for the duration of transport, the Contractor is obliged to contact the Principal in order to obtain instructions on further proceedings.
12. The Contractor, on the principle of risk management and mitigation, is responsible for the correct arrangement of the goods and their securement & protection for the duration of transport.
13. If it is not possible to assess the compliance of the goods with the documentation, their condition, the condition of their packaging, the state of preparation of the shipment for transport or the correctness of the loading made by the shipper, the Contractor is obliged to refuse to start the transport and immediately contact the Principal in order to receive further instructions. If the Contractor cannot assess only the number of pieces of the consignment, he is entitled to commence the transport after entering an appropriate reservation confirmed by the shipper's representative in all copies of the consignment note.
14. If the shipper prevents the Contractor from making entries in the waybills or does not confirm their acceptance in the consignment note, the Contractor is obliged to refuse to start the transport and immediately contact the Principal in order to obtain instructions on how to proceed.
15. The Contractor has no right to load or assist in loading on his own.
16. Unless otherwise and expressly agreed in the freight transport order, the Contractor is not entitled to carry out or assist in loading on his own. The Contractor is obliged to observe the loading and report to the Principal any of their doubts as to the observed activities related to loading. In a situation where the shipper prevents the Contractor from participating in the loading as an observer, the Contractor is obliged to immediately inform the Principal about it in the manner described in point VIII.9. and make an entry in the transport documents.
17. When ordering loading in a transport order contract, the Contractor is obliged to perform it without damaging the load, in accordance with the rules set out in point VIII.10, and in the event of reservations or objections regarding loading with equipment belonging to the Contractor, he is obliged to provide appropriate equipment, including a pallet truck and a tail lift.

**IX. Safety of transport.**

1. The Contractor is obliged to carry out transport only on international and national class roads (marked with one, two or three digits), with the exception of access roads to the place of loading and unloading and situations where it is not possible to move on these roads, in particular due to detours or road blockades established by the police or other law enforcement services (e.g. due to a road accident, road work, other hazard or force majeure).
2. The Contractor is obliged to exercise diligence when securing the vehicle and the consignment against theft, including theft of the load, with particular care by locking the cargo space or using another mechanism to protect against unwanted opening of the cargo space.
3. The Contractor, as well as the driver of the vehicle performing the transport, is obliged to exercise due diligence in protecting the transported cargo and its proper securing during transport and stops, including not leaving the vehicle with the load unattended.
4. The Contractor is obliged to use guarded car parks in accordance with point II.3 of the General Conditions of Insurance during the stop of the means of transport resulting from the need to make necessary breaks during transport, including in particular the driver's daily and weekly rests.
5. If the actual carrier is another carrier (subcontractor), the Contractor is obliged to provide this carrier with information about the obligation specified in point IX.4 of the GCC.
6. A stop of a means of transport not exceeding 1 hour or resulting from the need to refill fuel or operating fluids in the means of transport, taking breaks by the driver during working time not exceeding 1 hour, physiological needs, may be performed at a petrol station, hotel, motel, bar, restaurant, car park at the road infrastructure, at the car park at the loading site or at the delivery site, which are adapted to receive trucks.
7. During each stop, the driver is obliged to close the vehicle thoroughly with all factory locks, take the keys with him and activate all installed anti-theft protections, including at least an alarm, immobiliser or gearbox lock.
8. It is forbidden to leave the keys in the vehicle, transport documents, vehicle documents, documents entitling you to leave the parking lot.
9. If the Contractor's civil liability insurance contract provides for stricter requirements in terms of transport safety, the Contractor is also obliged to comply with the rules set out in the insurance contract.

X. Release of the shipment.

1. The Contractor is obliged to perform the transport within the time limit specified in the transport order contract.
2. The cargo should be delivered to the address indicated in the transport order contract. If the transport documents contain a different unloading address than the one specified in the transport order, the Contractor is obliged to immediately inform the Principal about it, not to hand over the goods and wait for instructions.



3. If the Contractor receives information from the cargo recipient about the change of the place/address of unloading, he is obliged to immediately inform the Principal about this fact and wait for instructions on further proceedings and not to hand over the cargo until he receives a new instruction.
4. The cargo should be handed over to a person authorized to collect it, in particular an adult, after prior verification of their identity, at the address identical in the transport order contract and transport documents, to the recipient's employee authorized to collect the cargo.
5. The Contractor has no right to perform or assist in unloading on his own, unless otherwise stipulated in the transport mandate contract or the parties have otherwise agreed to perform the unloading. The above provision does not mean that it is forbidden to participate in the unloading as an observer. In the case of commissioning the Contractor to unload the activity, he is obliged to ensure that the driver who has the possibility and ability performs these activities and has unloading devices – appropriate for a given type of goods – if they are necessary to handle the unloading activities.
6. The Contractor is obliged to collect from the recipient a receipt confirming the receipt of the cargo, i.e. signed and stamped with a company seal transport documents and a legible date.
7. The Contractor is obliged to immediately inform the Principal about the refusal to accept the load or other problems with the collection and ask for further instructions.
8. The Contractor is obliged to check the condition of the consignment together with the consignee, including a check in accordance with Article 30(2) of the CMR Convention in the case of international transport, and to ensure that the consignment note contains information about the consignment condition check carried out together with the consignee along with the results of this check.
9. In the case of transport of cargo with the value declared in the bill of lading, in accordance with Article 24 of the CMR Convention, the Contractor is obliged to ensure that upon receipt of the goods the value of the goods is entered in the CMR letter, and in the case of transport of a consignment with the amount of special interest declared in the bill of lading in accordance with Article 26 of the CMR, ensure that the value of the amount of special interest in delivery is entered in the CMR letter upon receipt of the goods.
10. The Contractor is obliged to inform the Principal via e-mail within 2 hours after unloading, sending information to the e-mail address indicated in the transport order agreement about the actual date of unloading the goods, providing the order number. If there was more than one unloading location, they are required to provide the date of unloading at each location.
11. The Contractor is obliged to:
 - a. make sure that the goods have been fully unloaded,
 - b. make sure that the consignment note includes the date of receipt of the cargo,
 - c. if it turns out that damage has occurred before unloading, determine the condition of the cargo in a protocol,
 - d. immediately notify the Principal of any objections to the condition of the parcel reported at the time of its release,



- e. immediately notify the Contractor if the recipient made an entry in the consignment note that the driver did not understand due to lack of knowledge of the language or for other reasons.
12. In the event of difficulties with unloading the goods, including in particular delays in unloading, lack of space in the warehouse for the goods, change of the unloading date, the Contractor is prohibited from leaving the place of unloading and unloading the goods in another place and is obliged to inform the Principal about the obstacles and wait for instructions.

XI. Replacement of pallets and other returnable packaging.

1. The Contractor is obliged to comply with the following rules for the exchange of pallets and returnable packaging:
 - a. if the Contractor is not able to collect or return pallets or returnable packaging at the point indicated on the order, he should immediately inform the Principal about it in order to determine a new address.
 - b. in the case of execution of an order with pallet exchange at PAKI points, we require the Driver to collect a pallet receipt confirming the number of collected and returned pallets or returnable packaging and verify whether the content of this document is consistent with the facts.
 - c. pallets or returnable packaging are to be exchanged on the basis of reference numbers. This number can be obtained from the Principal no later than one hour before the planned arrival at the PAKI point. The maximum time for returning packaging is 14 calendar days from the day of unloading.
 - d. the Contractor is obliged to check the accepted pallets or returnable packaging for any damage. In case of any objections, the Principal should be informed immediately. Returnable packaging accepted for exchange should be without damage, and the Contractor is obliged to ensure this.
 - e. pallets or returnable packaging are only to be returned to the account of Margo Worldwide Group Sp. z o.o., otherwise it is considered that the exchange has not been made.
 - f. if the order does not require the exchange of pallets or other packaging, the Contractor is not entitled to collect empty pallets or packaging from the place of loading or unloading and is obliged to enter the formula "kein tausch / no exchange" in the consignment note and lieferschein; in the case of an exchange, the exchange confirmation must be entered and the fact confirmed with the appropriate returnable packaging exchange document.

XII. Communication and relaying information.

1. The Contractor is obliged to provide the Principal with constant telephone contact with the driver performing the transport. The driver should be able to easily contact the Principal from any country through which the transport runs, including making phone calls, sending text messages and MMS messages and calls via the Internet.



2. The Contractor is obliged to inform the Principal every 12 hours and on each call about the location of the means of transport with the load, including GPS coordinates.
3. At the request of the Principal, the Contractor is obliged to provide access to the GPS locator of the vehicle in order to monitor the progress of the entrusted transport task in real time.
4. In the event of any complications during the performance of transport, including in particular a road accident, road closure, traffic jam, the Contractor is obliged to contact the Principal immediately, no later than within a maximum of one hour, at the telephone number indicated on the transport order. In the event of difficulties in establishing contact at the telephone number from the order, the Contractor is obliged to use all other available means of communication, including via e-mail (e-mail addresses provided on the Principal's current website or via telephone numbers on the Principal's current website) and, if possible, confirm the fact of providing the Principal with information about the encountered complication by sending a text message via phone or email.
5. The Contractor is obliged to document any difficulties in transport, including in particular taking photos, sending data from the vehicle's GPS, tachograph records, and providing them to the Principal.
6. In the event of a road accident involving the Contractor or theft of the transported goods, the Contractor is obliged to notify the appropriate authorities, including the Police, and provide the Principal with the documents drawn up by these authorities, as well as providing the Principal with all data enabling the identification of the authority conducting the proceedings, including in particular the name, address of the authority, case number.
7. The Contractor is obliged to inform the Principal about the unloading of the means of transport within 2 hours of unloading, indicating the date. In the case of several unloading locations, the above-mentioned data should be provided within 2 hours after the last unloading.
8. The Contractor is obliged to immediately inform the Principal about each case resulting in liability for damages, including in particular for damage to the shipment. In each such case, the Contractor is also obliged to:
 - a. use the means available to him to prevent or reduce the extent of the damage and to protect the property directly threatened from damage,
 - b. immediately notify the Police if there is a reasonable suspicion that the damage is the result of a crime or if it occurred as a result of a road accident, and in particular notify the Police in the event of a burglary to the means of transport, or the theft of goods, in order to draw up a report and initiate appropriate proceedings,
 - c. cooperate with the Principal in order to clarify all the circumstances of the event resulting in the Principal's liability for damages, including providing the Principal with all information and documents indicated by the Principal necessary to determine the entity responsible for the damage and the circumstances of the event, as well as, at the request of the Principal, comply with the recommendations of the Principal's insurer, provide him with information and necessary powers of attorney.



- d. report the damage to their insurer within 7 days from the date of the request by the Principal,
- e. provide the Principal with the number under which the damage was registered by the Contractor's insurer within 14 days from the date of the request to report the damage by the Principal,
- f. provide the Principal within 21 days from the date of submission of the request by the Principal with documents and information necessary to carry out the claim adjustment process before the insurer, such as a tachograph record for the entire period of transport covered by this order, a detailed GPS record for the entire period of transport, a written statement of the driver regarding the transport performed, including the occurrence of the damage and its extent, copies of vehicle/set registration certificates, copies of driver's documents confirming the right to work as a driver, copies of the contract concluded by the Contractor with the driver.

XIII. Payment, transfer of shipping documentation.

1. The deadline for payment of the remuneration due to the Contractor for the performance of the transport contract is 60 days, unless the contract provides otherwise and is counted from the date of examination of the quality of the service provided by the Contractor in accordance with Article 9 of the Act on Counteracting Excessive Delays in Commercial Transactions. The quality test is carried out on the basis of proofs of service performance presented by the Contractor, in particular transport documents sent to the Principal by the Contractor in a form that allows them to become familiar with their content, in particular with the notes, dates, stamps and signatures on them. The examination is carried out within one working day from the date on which the Contractor presents the evidence referred to above to the Principal.
2. The date of payment is the date of submission by the Principal of a bank transfer order for the amount due to the Contractor. The Contractor has the right to demand payment only in the currency in which the remuneration was determined. In a situation where, in accordance with the order, the freight has been determined in a foreign currency and a VAT invoice has been issued in such a currency, the Principal is entitled to choose whether to make the payment in the Polish currency or in the currency in which the invoice was issued. The choice of currency by the Principal covers only the part of the remuneration in which the voluntary performance on his part takes place and does not apply to the remaining part of the performance.
3. The Contractor is obliged to deliver by post or in person to the Principal within 14 days from the date of unloading the VAT invoice issued in the month of performance of the service containing the receivables under the following conditions:
 - a. the invoice should be issued in the foreign currency in which the remuneration was agreed and should include the bank account number,
 - b. if the Principal's order indicates that the freight is paid in a foreign currency, for VAT purposes the amount in PLN must be calculated on the invoice according to the average exchange rate of the National Bank of Poland from the day preceding the day of unloading,



- c. the invoice must indicate the number of the specific order or orders to which it refers,
 - d. the invoice should be issued in the month of service completion, unless the service completion date falls 3 days before the end of the month – in which case it may be issued in the following month,
 - e. the invoice should contain information about the prohibition of assignment of receivables without the prior written consent of the Principal expressed in writing under pain of nullity.
 - f. the invoice should contain information about the exchange rate used to convert the value in a foreign currency, the date of loading and unloading, the correct payment date, the account number of EUR or PLN, respectively, depending on whether the invoice is payable in EUR or PLN,
4. Providing the Principal with transport documents in the original is a key obligation of the Contractor due to the fact that these documents are used for the purpose of documenting transport, including the fact of carrying out the transport. Therefore, the Contractor is obliged to provide the Principal with:
- a. The e-mail address of record within 2 hours from the date of unloading (except for the situation when unloading takes place in Switzerland, where the deadline is 24 hours from the date of unloading) legible copies of all transport documents accompanying the shipment in a form that allows you to read their content, in particular with the notes, dates, stamps and signatures on them; the documents should contain legible dates of loading as well as legible signatures and stamps of the shipper and recipient,
 - b. originals of all transport documents accompanying the consignment, by post (physical mail) or in person within 14 days from the date of unloading; the documents should contain legible dates of loading and collection, as well as legible signatures and stamps of the shipper and recipient.
5. In the case of transport to the countries of the Commonwealth of Independent States, the CMR document requires the stamps: "TOWAR POSTUPIŁ" "Goods Accepted" and "WYPUK RAZRESZEN" - "Authorization Granted", as well as the date, signature and stamp of the recipient of the goods. The Contractor is obliged to send the Principal a CMR waybill by fax or e-mail within 24 hours after unloading in order to verify the use of correct stamps.
6. If the customs procedure is used during transport, the Contractor is obliged to send together with the invoice a document confirming its correct completion (e.g. SAD, EX1, T-1). The lack of these documents imposes on the Contractor the obligation to reimburse the Principal for all costs related to the charges imposed on the Principal by the customs office or the tax office or another entity.

XIV. Subcontractors.

1. The Contractor is obliged to carry out the transport personally.
2. Commissioning the performance of transport by the Contractor to another entity requires the consent of the Principal expressed in writing under pain of nullity and provided that the subcontractor is an entity registered in Poland or other European Union countries.



3. The Contractor is prohibited from reselling the loads to which he has committed himself, including listing offers on freight exchanges and portals.
4. In the case of granting consent to order transport to a subcontractor in accordance with point XIV.2. GCC, the Contractor is obliged to choose such an entity that:
 - a. has the licenses, concessions and/or permits required by law to conduct this type of activity,
 - b. has appropriate means of transport required for the proper performance of the subcontracted transport activities, meeting, among other things, the requirements set out in the GCC, of Margo Worldwide Group Sp. z o.o.,
 - c. has insurance that meets the requirements set out in the GCC of Margo Worldwide Group Sp. z o.o. and will present proof of payment of all due insurance premiums.
5. When commissioning the transport of goods to a subcontractor, the Contractor is obliged to verify each time whether this entity has:
 - a. a request from the person submitting the offer of transport for legible copies of documents confirming:
 - aa. conducting business activity, i.e. entry in the Central Registration and Information on Business or the National Court Register and assigning NIP, REGON and VAT-UE numbers or other equivalent registration documents operating in the European Union countries,
 - bb. possession of a license to perform domestic road transport and to perform international road transport, (does not apply to transport performed with vehicles with a GVW not exceeding 2.5 tons)
 - cc. conclusion of a carrier's liability insurance contract,
 - dd. payment of all installments of contributions due on the date of verification,
 - ee. having a certificate of professional competence,
 - b. checking the credibility of the carrier by:
 - bb. contact with the carrier's representative solely via the Internet communicator of the freight exchange or e-mail, if the address of this mail is the same as the mail address on the account of the freight exchange,
 - cc. contact with the carrier's representative by e-mail if the person submitting the transport offer does not have an account on the freight exchange or the financial address used by the person is not listed on their account on the exchange or is different from the e-mail address provided on the account on the exchange, communication with that person concerning the determination of the conditions of transport may take place only after prior:
 - dd. requesting an identification number (ID) from the person submitting the transport offer to the account on the transport exchange where the Policyholder has posted the cargo for transport,
 - ee. requesting from the person submitting the transport offer via e-mail information such as the name and surname of the owner – in the case of natural persons conducting business activity, the name and surname of the representative (president, member of the board) – in the case of commercial law companies, the company's landline telephone number or company mobile phone number, the company's e-mail address,
 - ff. independently determining on the Internet or in other sources (e.g. the carrier's website, business cards) and/or on the transport exchange, the



- company e-mail address and the company landline or mobile phone number to the carrier, whose data are specified in the documents received from the person submitting the transport offer,
- gg. establishing contact with the carrier, whose data are specified in the documents received from the person submitting the transport offer, in order to confirm the authenticity of the transport offer submitted by this person, via a company landline telephone number or a company mobile phone number (a necessary condition is to make a note of the telephone conversation with the carrier, in which the following is noted: the caller's telephone number, surname and first name of the interviewee, date and time of the conversation and confirmation of the transport offer by the interlocutor) or company e-mail address (a confirmation by e-mail of the carrier's transport offer is required),
- c. confirmation of the carrier's credibility by verifying the copies of documents received from the carrier and checking compliance with the data contained in particular:
- aa. a situation where the entity submitting the transport offer is a Polish entity, i.e. an entrepreneur conducting business activity registered in Poland and having its registered office in Poland in the online database of the Central Registration and Information on Business (CEIDG - CRIB) available at <http://www.firma.gov.pl> - for natural persons conducting business activity or the National Court Register on the website of the Ministry of Justice <https://ems.ms.gov.pl/> - for entities subject to registration in the National Court Register KRS,
- bb. NIP and Regon – on the relevant websites, e.g. Central Statistical Office: <http://www.stat.gov.pl> and/or CEIDG: <https://prod.ceidg.gov.pl> and/or INFOR: <http://www.infor.pl/kalkulatory/regonnip.html>,
- cc. transport licences and/or permits to perform the profession of a carrier – on the GITD's website: <http://gitd.gov.pl/botm/index.php> and in the register available on the [https:// kreptd.gitd.gov.pl/](https://kreptd.gitd.gov.pl/) website – applies to the Community licence for the carriage of goods,
- dd. in the case of a foreign subcontractor, verification in the country of registration of the actual carrier, e.g. using the European e-Justice Portal: https://ejustice.europa.eu/content_business_registers_in_member_states-106-pl.do and the European VAT register: http://ec.europa.eu/taxation_customs/vies/?locale=pl
- d. written or telephone confirmation with the insurance company with which the carrier has concluded the carrier's civil liability insurance contract, the validity of this policy, payment of premiums and the scope of insurance corresponding to the given order, noting the telephone number and surname of the caller, the date of the conversation and the name and surname of the confirming person; in the event of the insurance company's refusal to confirm the carrier's civil liability policy, the Insured is obliged to document this fact with a note containing the telephone number, date, name and surname of the caller and the reason for



- refusal, and if it is not possible to confirm it for another reason, a note containing the telephone number and appropriate justification,
- e. each time an order is given to a further carrier - indicate in the transport documentation (in particular in the consignment note, forwarding order, and transport order) the person authorized to collect the consignment on behalf of the Principal, the Contractor or on behalf of the further carrier (his/her name and surname) together with his/her identity document and registration numbers of the vehicles to perform the transport; all indicated data must be provided and handed over to the shipper and to the Principal before the start of loading,
 - f. each time an order is given to a further carrier - to check the identity of the person receiving the shipment on the basis of the identity document and vehicle registration certificates indicated in the transport documents (in particular in the consignment note, forwarding order, transport order).
6. When commissioning transport to a subcontractor, the Contractor is obliged to provide the GCC to Margo Worldwide Group Sp z o.o. and to receive a statement of familiarization with these conditions and to ensure that the transport is carried out in accordance with the provisions of the GCC.
 7. The Contractor shall be fully responsible for its subcontractors, subsequent subcontractors, as well as for all persons who perform the transport commissioned to the Contractor by the Principal. The above full liability is not affected by the fact that the persons described above are solvent. The Principal may also file recourse claims against the Contractor in a situation where the Contractor did not personally cause the damage.
 8. In the event of damage in transport or due to delay, the Principal shall be entitled to charge the Contractor with the costs of redressing the damage from the moment when he is called upon to compensate for it, also if he has not yet repaired the damage himself.

XV. Trade secrets and unfair competition.

1. The Principal's trade secret includes freight rates, data of the sender and recipient, data of the ordering party to perform transport services, on the basis of which it is possible to contact and identify the entity, including in particular address data, telephone numbers and e-mail addresses, including directly to persons ordering transport, ID numbers of communicators of transport exchanges of these entities and persons employed in them.
2. During the performance of the contract and for a period of one year after its performance, the Contractor undertakes to keep secret the information referred to in point XV.1., not to use this information for purposes other than the performance of the transport order contract, not to disclose it to anyone except for persons employed in the Contractor's enterprise and responsible for the performance of the transport order contract.
3. The Contractor is obliged to ensure that the persons employed and responsible for the performance of the transport mandate contract are prohibited from disclosing and providing third parties with the information referred to in point XV.1 of the GCC.



4. It is forbidden for the Contractor to disclose to third parties, including other forwarders and carriers as well as the Principal's Clients, senders and recipients of shipments, any information regarding the status of settlements between the Principal and the Contractor, including the amount of the Contractor's remuneration, payment dates, debt status and other financial information to which the Principal is a party. The above prohibition does not apply to:
 - a. providing information to debt collection companies and professional agents in order to conduct debt collection activities, with the proviso that these entities do not have the right to make the above-mentioned information available to third parties, in particular by making this information public, and the Contractor is responsible for the breach of this obligation by these entities as for their own actions.
 - b. providing information to economic information bureaus in accordance with the applicable regulations.
5. It is forbidden for the Contractor to disseminate false or misleading information about the Principal and/or the enterprise run by the Principal. The information referred to above is false or misleading information, in particular about the persons managing the enterprise, the goods manufactured or services provided, the prices used, the economic or legal situation of the Principal, the status of settlements with the Contractor, including the maturity of receivables whose payment date has not come. The above prohibition applies to the dissemination of information by means of all forms of communication, including in particular by means of mass media, electronic communication, websites and Internet forums, e-mail, social networking sites, specialist industry websites and industry transport exchanges or debt exchanges. In the above-mentioned scope, it is the Contractor's responsibility to prove the truth of its claims.
6. The Principal is obliged to refrain for a period of one year from the date of conclusion of the transport contract from:
 - a. submitting offers, proposals for establishing cooperation, sending own advertising and information materials to the Principal's Contractors and carrying out transport for them without the intermediation of the Principal,
 - b. submit offers to the Principal's Contractors and carry out transport for them through entities personally or financially related to the Principal and without the Principal's intermediation,
 - c. submitting offers to the Principal's Contractors and carrying out transport for them with the use of subcontractors without the intermediation of the Principal.
7. The Principal's Client is the entity that has awarded the order for transport to the Principal, which was then entrusted to the Contractor, whereby the Principal's Contractor is also considered to be the contractor of the client at which loading or unloading takes place in accordance with the transport order contract being performed, as well as each entity indicated in the bill of lading as the consignor, consignee or carrier.
8. The Principal wishing to cooperate with the entities indicated in clause XV.7 as described in clause XV.6 are obliged to ask the Principal for consent. Failure to respond within 7 days is considered consent.



9. The following are considered to be persons with personal or capital ties with the Contractor:
 - a. all persons holding more than 10% of shares in the Contractor's capital,
 - b. all persons in which the Contractor holds more than 10% of shares,
 - c. all persons who are partners in a partnership with the Contractor,
 - d. all persons who are partners of the Contractor who is a partnership,
 - e. members of the bodies of the Contractor being a capital company,
 - f. ascendants and descendants, siblings and in-laws to the first degree of the Contractor, as well as any of the persons described above,
 - g. all people listed in letters e and f that hold more than 10% of the shares in the share capital in the case of capital companies, in which these persons are partners in the case of partnerships or in which these persons are founding members or members of the governing bodies.
10. The Contractor shall pay the Principal a contractual penalty in the event of:
 - d. submitting offers, proposals for establishing cooperation, sending own advertising and information materials to the Principal's clients and carrying out transport for them without the intermediation of the Principal in the amount of EUR 1,500,
 - e. submitting offers, proposals for establishing cooperation, sending own advertising and information materials to the Principal's clients and carrying out transport for them through entities related personally or by capital to the Contractor and without the intermediation of the Principal in the amount of EUR 1,500,
 - f. submitting offers, proposals for establishing cooperation, sending own advertising and information materials to the Principal's Clients and carrying out transport for them with the use of subcontractors without the intermediation of the Principal in the amount of EUR 1,500.

XVI. Liability and contractual penalties

1. The Contractor shall pay the Principal a contractual penalty in the event of:
 - a. delays in providing the means of transport at the place of loading – in the amount of the gross value of the freight,
 - b. reloading the transported goods to another vehicle without the consent of the Principal - 200 EUR,
 - c. adding to the transported goods of other cargo or loads without the consent of the Contractor - 200 EUR,
 - d. acceptance of the Principal's cargo for transport in addition to previously loaded other cargo - 200 EUR,
 - e. ordering transport to another entity (subcontractor) without the required consent - point XIV.2. of the GCC - 200 EUR,
 - f. violation of the prohibition on the resale of cargo accepted for transport - 400 EUR,
 - g. offering the cargo they have undertaken to transport on an exchange or transport portal - 150 EUR,
 - h. failure to provide direct contact with the driver - 100 EUR,



- i. failure to inform the Contractor every 12 hours and on each call about the location of the vehicle with the load - 50 EUR,
 - j. failure to provide the vehicle's GPS signal, at the behest of the Contractor – 150 EUR
 - k. refusal to carry out instructions - 100 EUR,
 - l. failure to comply with instructions - 200 EUR,
 - m. failure to send documents related to transport by electronic means within 2 hours after loading - 50 EUR,
 - n. failure to send documents related to transport by electronic means within 2 hours after unloading - 50 EUR,
 - o. failure to send documents related to transport by electronic means within 24 hours after loading in Switzerland, Norway or Great Britain - 50 EUR,
 - p. failure to send documents related to transport by electronic means within 24 hours after unloading in Switzerland or Great Britain - 50 EUR,
 - q. failure to send the documents by post or failure to deliver them in person within 14 days from the date of unloading - 50 EUR,
 - r. failure to collect from the cargo loader a signature or a signature and stamp confirming the release and acceptance of the cargo for transport - 50 EUR,
 - s. failure to collect from the cargo recipient a signature or a signature and stamp confirming the performance of the contract and receipt of the cargo - 50 EUR.
2. It is stipulated that if the damage is higher than the contractual penalty reserved for this circumstance, the Principal may demand payment of the amount corresponding to the damage.
 3. The Principal, at his own choice, may demand redress of the damage either by payment of a contractual penalty or on general terms.
 4. If there are several reasons for imposing a contractual penalty for each of them separately, it is stipulated that the sum of contractual penalties may not exceed the amount of three times the freight amount.
 5. If the Contractor informs the Principal that he will not perform the contract, will not provide the vehicle for loading in accordance with the contract, withdraws from the contract, as well as demands the cancellation of the transport contract, he will be obliged to pay the costs constituting the difference in freight, i.e. the value of the difference between the price by the substitute carrier and the price of the Contractor resulting from the transport order.
 6. It is stipulated that the Contractor is responsible for non-performance or improper performance of the contract in the event of circumstances beyond his control, such as delay in unloading the previously loaded goods, road congestion, failure of the means of transport, cancellation of the previously concluded contract for the transport of cargo with a vehicle dedicated to the transport of the Contractor's cargo, change of the address of unloading of goods by the previous Principal for a vehicle dedicated to the transport of cargo Principal, as well as delays in loading other goods, in the case of transporting several different loads.
 7. If, in the course of performance of a transport contract for which the entrusted transport task is to perform several transports or journeys from the same place of loading to the same place of unloading and back, it appears that it will not be



performed in accordance with the contract or the Contractor declares that it will not perform this transport task in accordance with the contract, the Principal may entrust the performance of the remaining part of the transport task to a substitute carrier or additionally use the services of a substitute carrier at the expense of the Contractor.

8. If, during the transport, there is a reasonable supposition or it turns out that the contract will not be performed in accordance with its content, including in particular within the time limit indicated therein, the Principal will be able to use the services of a substitute carrier at the Contractor's expense.

XVII. Settlement.

1. If the Contractor causes damage or losses to the Principal, the basic method of remedying it is to set off the Principal's claims from the Contractor's receivables.
2. If the Principal files a complaint for improper performance of the transport contract, the freight payment deadline is suspended until all doubts related to the determination of the extent and amount of the damage and the person responsible for it are clarified, but no longer than for 120 days from the date of maturity of the given liability. The suspension also applies to freights resulting from other transport contracts executed by the Contractor for the Client, if these, the GCC apply to them. If the Contractor proves that the amount of the Principal's potential claims are lower than the amount of the freight whose payment date would be suspended, the suspension applies only to the part of the freight that corresponds to the amount of the Principal's potential claims.
3. The Contractor agrees to set-off any claims of the Principal against the Contractor's remuneration for the services rendered and any other receivables that the Contractor has against the Principal, provided that the Principal's receivables presented for set-off do not have to come from the same legal relationship as the Contractor's receivables. Such a set-off will be acknowledged by the parties as a normal way of fulfilling performance by the Principal. If the Principal is entitled to claims against the Contractor expressed in a foreign currency, and the Contractor is entitled to claims against the Principal in the Polish currency or another foreign currency, the Principal is also entitled to submit a statement on set-off, and the conversion of the Principal's claims into the appropriate currency is carried out at the average exchange rate of the National Bank of Poland as of the date on which the Principal submits the statement on set-off (before this statement will be delivered to the Contractor).
4. The Contractor has no right to transfer (assign) to another entity the receivables due to him against the Principal on any account, in particular for the transport performed and improper performance of the contract by the Principal, or to make an offer to conclude such an assignment agreement, including incidental receivables, in particular the receivables referred to in Article 10(1) and (2) of the Act of 8 March 2013 on Counteracting Excessive Delays in Commercial Transactions. In particular, it is unacceptable to submit offers to conclude an assignment agreement, including by publishing an announcement on the debt exchange.
5. The amount of remuneration for the service determined in the order is final and includes all costs related to the transport, including in particular, the permit for the transport of oversized cargo, the cost of ferries, pilotage, EX opening costs,



customs clearance costs, convoy costs. Other claims for fees incurred will not be taken into account, except if previously agreed with the Client and based on the original documents confirming them. If the transfer of the Contractor's remuneration is made to the bank account of a bank with its registered office outside the European Union, the cost of making the transfer is charged to the Contractor and reduces the amount of the Contractor's remuneration.

6. If the Contractor demands an increase in the remuneration for transport after pain of interruption of transport, failure to release the goods or performance of another activity contrary to the content of the transport order contract, the Principal's statement on the change in the amount of remuneration will be invalid. The Contractor will be obliged to bear all costs caused by such behaviour.
7. If, for reasons attributable to the Contractor, in particular in the event of the Contractor's loss of the status of an active VAT taxpayer, the Principal loses the right to deduct the VAT included in the Contractor's remuneration from the tax due to the Principal, the Contractor shall be obliged to pay to the Principal a contractual penalty in the amount equivalent to the VAT that cannot be deducted. This receivable will reduce the Contractor's remuneration.

XVIII. Conclusion of the agreement and its amendment.

1. The contract of carriage is concluded in particular by expressing the will to perform it by the Contractor, in particular by text message, via the communicator of the transport exchange, or by e-mail.
2. A transport contract is also concluded when the Contractor takes any action to perform it.
3. After concluding the contract, the Contractor sends the Principal a document confirming the terms and conditions of the concluded transport contract, i.e. containing the provisions of the contract and the conditions of its performance – the transport order contract. The Contractor is obliged to confirm back that he has received the form.
4. Advertisements posted by the Principal about currently available loads for transport on freight exchanges are invitations to enter into a contract, not offers.
5. The Principal stipulates that the performance of the transport contract takes place on the terms and conditions specified in the transport order contract and the General Terms and Conditions without the possibility of changing them. A transport order contract can only be accepted without reservations. Any changes, deletions, exclusions of individual provisions or the entire GCC by the Contractor will be ineffective.

XIX. Withdrawal from the contract.

1. The right to withdraw from the contract is vested only in the Principal, regardless of the reasons.
2. The right to withdraw from the contract may be exercised no later than before the planned loading date, and if the contract provides for a specific period of time for



loading, the withdrawal from the contract may take place no later than before the end of this period of time.

3. The Principal, also in the event of the occurrence of the circumstances described in points XVI. 5, 6, 7 and 8 of the GCC or points 26 and 27 of the conditions for the performance of the order, may withdraw from the contract and demand compensation for the damage on general terms, including in particular, the costs of substitute performance of the contract constituting the difference in freight.

XX. Protection of personal data.

1. Personal data will be processed by the Principal as the administrator on the following terms:
 - a. The Principal, as the Administrator, processes personal data provided by the Contractor when concluding and performing this Agreement for the following purposes:
 - aa. for the purposes related to the performance of the contract concluded with the Contractor – pursuant to Article 6(1)(b) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR),
 - bb. if it is necessary to pursue claims or protect against claims arising from the contract performed by the Contractor – pursuant to Article 6(1)(f) of the GDPR – legal protection of the controller,
 - cc. fulfilment by the Administrator of legal obligations under the Accounting Act – pursuant to Article 6(1)(c) of the GDPR; for the purpose of marketing the Principal's own services – pursuant to Article 6(1)(f) of the GDPR,
 - dd. in order to offer new orders (new loads) – on the basis of Article 6(1)(b) and (f) of the GDPR,
 - b. Providing the data necessary for the performance of the contract in question is voluntary, however, it is a condition for concluding a contract with the Contractor and may be a condition for its proper performance, in the case of data provided during the period of performance of the contract concluded between the parties,
 - c. if it is found that the processing of personal data violates the applicable regulations, the Contractor has the right to lodge a complaint with the President of the Office for Personal Data Protection.
 - d. the Contractor has the right to access their own personal data, rectify them, delete or limit their processing, as well as the right to transfer data,
 - e. the Contractor has the right to object to the processing of personal data on the basis of Article 6(1)(e) or (f) of the GDPR,
 - f. the data will be stored for the period necessary to perform the contract concluded between the Parties (in particular until the expiry of the limitation period for claims potentially arising from 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),



- g. by providing the Principal with the data of third parties as part of the performance of the concluded contract, the Contractor is liable to the Administrator and to these persons for having an appropriate legal basis for the processing of such data, in particular for their transfer to the Principal,
- h. the Contractor declares that before providing personal data, it will fulfill the information obligation towards the persons whose data it 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 contract concluded between the Parties,
- i. the data will be transferred to entities with which the Administrator cooperates in the performance of this agreement, the Administrator's Principals, entities providing IT services to the Administrator, accounting services, entities providing consulting and legal services, entities conducting postal or courier activities, entities conducting payment activities and authorities authorized to receive information on the basis of legal provisions.
- j. the administrator of personal data is the Principal.

XXI. Final provisions.

- 1. In matters not regulated by this agreement, the provisions of Polish law and the CMR Convention shall apply.
- 2. The invalidity of any provision of this GCC shall not result in the invalidity of the entire agreement.
- 3. The parties agree that disputes arising from the performance of the contract in question are submitted, at the plaintiff's choice, to the court with territorial jurisdiction either for the plaintiff's registered office, or for the defendant's registered office or the court with its seat in Białystok.
- 4. In the case of cabotage transport, the plaintiff, at his choice, in the event of a dispute arising from the performance of the contract in question, may refer the resolution of the dispute to the competent court of the country in which the contract was performed or to the Polish court subject to the XXI.3 GCC.
- 5. These terms and conditions constitute a work within the meaning of copyright law and therefore they are protected, in particular against copying and distribution, as well as for personal use without the consent of the rightholder.