



General

1. By executing a contract with the Employer the Contractor agrees to provide services on the basis of these General Terms of Carriage (the General Terms).
2. The transport shall be performed on the basis of Polish laws and for international carriage, also under the CMR Convention, while for cabotage transport, the laws of the country where the cabotage transport is performed shall apply with respect to terms of performance of the carriage contract and the carrier's liability for failure or improper performance of the carriage contract. The Contractor shall further be obliged to comply with the regulations on the minimum pay applicable in the countries in which carriage is performed if under these regulations they apply to the Contractor, and to comply with the anti-smuggling procedures.

Requirements for the Contractor

3. The Contractor shall be obliged to hold the civil liability insurance for the vehicle and the carrier's civil liability insurance with full coverage, which is understood as no exclusions of the insurer's liability for damage due to theft or robbery and no exclusions referring to the type of goods (property) accepted for carriage and also no exclusions relating to the geographical region where the carriage is to be performed, with the sum guaranteed each time corresponding to the value of goods accepted for carriage not lower than the cap of the carrier's liability for damage, specified in Articles 65-70 and 80-85 of the Transport Law and/or Articles 17, 23 and 25 of the CMR Convention, and for cabotage transport in the laws of the country where the cabotage transport is performed, however in any case the sum insured may not be lower than EUR 100,000.
4. The Contractor shall be obliged to provide a vehicle that is appropriate to transport goods specified in the order. The vehicle with the trailer must be clean on the outside and inside, and the cargo compartment must be sealed and free from foreign odours. If the above obligation is not complied with, the Contractor shall be obliged to provide a substitute vehicle at its own expense or pay the difference between the costs of the substitute carrier and the Contractor's fee.
5. When performing the carriage, the Contractor shall be obliged to make use of drivers licenced to properly perform the carriage ordered by the Employer. If the above obligation is breached, the Contractor shall be obliged to pay all costs that will arise in this respect, including costs of substitute carriers if the breach of the obligations prevents timely performance of the carriage.
6. For carriages to the UK and Ireland the Contractor shall be obliged to develop and comply with procedures of protecting the cargo against third party accessing the cargo compartment and also against smuggling.

General terms of carriage

7. The Contractor may subcontract the carriage ordered to a third party only upon the Employer's consent in writing. If the Contractor breaches this clause, the Employer may charge a contractual penalty amounting to the gross carriage charges.
8. Goods may be loaded and unloaded only upon the Employer's consent in writing – failure to comply with the obligation shall result in charging a contractual penalty of the gross carriage charges.
9. Unless the carriage order provides otherwise, the Contractor's representative (Driver) may not perform the loading or assist in the loading on its/his own. At the same time it/he is responsible for proper arrangement and securing of the goods in the cargo compartment of the vehicle.
10. The Contractor shall be obliged to make scheduled stops at a secure car park only and if this is impossible in the car park, within the area of the fuel station located at the major road (national road, expressway or motorway) and having a car park for lorries, which is illuminated after dark and has a security surveillance or CCTV system.
11. If any damage occurs in transit or due to a delay, the Employer is entitled to charge the Contractor with costs of repairing the damage from the time the Employer is requested to compensate for the damage also if it has not repaired the damage yet.
12. In international carriage the Contractor shall accept the goods and the consignment note also on behalf of the Employer and thus becomes a party to the original contract of carriage as a successive carrier within the meaning of Article 34 of the CMR Convention on terms of the consignment note, doing this on its own behalf and on behalf of the Employer. Provisions of clauses 11-12 of the General Terms modify the regulations contained in Article 37 of the CMR Convention.

Trade secret and unfair competition

13. The Contractor shall be obliged to keep the Employer's trade secrets, specifically the data of the Employer's business partners, which data the Contractor obtained in connection with the provision of services to the Employer. It shall be understood that this obligation is breached specifically if the Contractor and the entities related to the Contractor in personal or capital terms submit any offers directly to the Employer's customers or perform carriage to them otherwise than through the Employer. The Employer's customer shall be understood as any entity specified in the consignment note and the entity at whose premises the loading/unloading took place and also the entity that the Contractor knows that gave the order to the Employer. If the Contractor breaches this obligation, the Employer may charge a contractual penalty of EUR 10,000.00 per breach.

Withdrawal from and termination of the contract

14. The Employer may withdraw from the contract due to the Contractor's fault without demanding the Contractor to perform the contract if the Contractor represents that it shall not perform the contract on terms provided therein. This shall also apply to the period prior to the time of providing the vehicle for loading.
15. The Employer may withdraw from the contract due to the Contractor's fault without demanding the Contractor to perform the contract if the Contractor delays providing the vehicle for loading.
16. The Employer may exercise the right specified in clause 13 also prior to the time of providing the vehicle for loading if the factual circumstances demonstrate that the Contractor will not be able to provide the vehicle for loading on time.
17. The withdrawal must be made in a documentary form or otherwise it shall be null and void.

Personal data processing

18. Personal data shall be processed by the Employer as the Controller on the following terms:
 - a. the employer shall as the Controller processes personal data provided by the Contractor upon concluding and performing the contract for the following purposes: for purposes related to the performance of a contract concluded with the Contractor – under Article 6(1)(b) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR); if processing is necessary for the exercise or defence of legal claims under the contract performed by the Contractor – under Article 6(1)(f) of the GDPR – the controller's legal protection; for the Controller's compliance with legal obligations under the Accounting Act – under Article 6(1)(c) of the GDPR; for the marketing of the Employer's own services – under Article 6(1)(f) of the GDPR; for the offering of new orders (new consignments) – under Article 6(1)(b) and Article 6(1)(f) of the GDPR.
 - b. provision of data necessary for the performance of a contract is voluntary, but is a condition for concluding the contract with the Contractor and may be a condition for its proper performance, with respect to data provided during the performance of the contract between the parties.
 - c. if it is considered that personal data processing violates applicable laws, the Contractor may lodge a complaint with the President of the Personal Data Protection Office.
 - d. the contractor has the right of access, rectification, erasure or restriction of processing and also the right to data portability with respect to its personal data.
 - e. the Contractor has the right to object to processing of personal data under Article 6(1)(e) or 6(1)(f) of the GDPR.
 - f. data shall be stored for no longer than is necessary for the performance of the contract concluded by the Parties (specifically until the end of the limitation period for claims potentially arising from the performance of the contract, until the end of court disputes concerning such claims and until the expiry of the obligation to store data as arising from laws).
 - g. when transferring data of third parties to the Employer as part of the performance of the contract the Contractor shall be liable towards the Controller and such third parties for having the appropriate legal basis for processing the data, specifically for transferring such data to the Employer.
 - h. the contractor represents that prior to the transferring of personal data, the contractor shall provide obligatory information to persons whose data the contractor transfers and the transferring of which data is necessary for the proper performance of the contract in accordance with Articles 13 and 14 of the GDPR. This specifically applies to persons with whom the contractor cooperates upon the performance of the contract between the Parties.
 - i. Data shall be transferred to entities with which the Controller cooperates upon the performance of the contract, Employers of the Controller, entities providing IT and accounting services to the Controller and authorities authorised to receive information under laws.
 - j. in connection with the cooperation with the project44 platform offering a tracking service for registered loads, vehicle data and its location as well as data of users of the system provided to the Contractor (name, email address, telephone number, username, password) may be transferred to the USA to the service provider's servers. The transfer of data is subject to Standard Contractual Clauses, the processor is also a participant in the Private Shield program. Copies of the Standard Contractual Clauses used may be obtained from the Principal.

Miscellaneous

19. Any amendments to the contract must be made in writing or otherwise they shall be null and void.
20. The withdrawal must be made in a documentary form or otherwise it shall be null and void.
21. In any matters unaddressed in the contract, the relevant provisions of applicable laws shall apply.