



**GENERAL CONDITIONS OF CARRIAGE**  
**MARGO WORLDWIDE GROUP SP. Z O.O.**  
(version 5, in force from 19.06.2024)

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## I. General conditions

1. These General Conditions of Carriage shall apply to the Parties to the Contract of Carriage of Goods concluded by Margo Worldwide Sp. z o.o. Sp. K. with its registered office in Poznań with the carrier performing the carriage on the Principal's order.
2. The Contractor, by entering into the contract with the Principal, declares that they are familiar with these General Conditions of Carriage and that they agree to provide services on the basis of the provisions of these General Conditions of Carriage, hereinafter referred to as GTCs, and undertake to comply with them
3. Definitions:
  - a. Driver – the natural person driving the vehicle and performing the transport operation,
  - b. GTC – these General Conditions of Carriage applicable in the Principal's company, being an integral part of the Contract of Carriage concluded between the Principal and the Contractor,
  - c. Guarded car park – a car park, which has the name of a guarded car park, in which a vehicle caretaking service is provided and a receipt is issued for the transport vehicle under supervision
  - d. Employee – an individual employed by the Contractor under a contract of employment or a civil law contract,
  - e. Consignment (goods) – items accepted for carriage by the Contractor within the scope of the Contract of Carriage,
  - f. SDR – Special Drawing Rights – money created by the International Monetary Fund,
  - g. Means of transport (vehicle) – a vehicle or a combination of vehicles, i.e. truck without trailer or with trailer, truck tractor with semi-trailer, at the disposal of the Contractor, (owned or leased or at the disposal of the Contractor on the basis of other contractual rights,
  - h. Contract – the Contract of Carriage concluded between the Principal and the Contractor on the basis of a transport order accepted by the Contractor for execution without modification or reservation or on the basis of a counter-offer by the Contractor accepted by the Principal in documentary form under pain of nullity,
  - i. Contractor – entrepreneur performing carriage of goods by road for hire or reward, undertaking carriage of a consignment on behalf of the Principal on the basis of a concluded Contract of Carriage and in accordance with licences and permits required by the Road Transport Act and other legal regulations in the field of road transport of goods,
  - j. Principal – Margo Worldwide Spółka z ograniczoną odpowiedzialnością spółka komandytowa with its registered office in Poznań at ul. Mragowska 7, 60-161 Poznań, entered into the National Court Register kept by the District Court Poznań Nowe Miasto and Wilda in Poznań VIII Economic Division of the National Court Register under number KRS 439862, Tax Identification Number 7792409687, National Business Registry Number 302272319.

## II. Requirements for the Contractor

4. The Contractor shall comply with all the regulations on the posting of employees and minimum wages in force in the countries in which they perform services for the Principal and on the territory of which their vehicle is at any given time, as well as with all the regulations in force for 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, as well as carriage law, in the event of international carriage the CMR Convention, and in the event of cabotage transport in accordance with the law of the host country and the national legislation of the Member States of the European Union, the regulations relating to the posting of workers in the framework of the provision of services, including minimum wages. The Principal shall not be liable for any sanction or penalty resulting from non-compliance with these provisions.
5. The Contractor shall have Motor Third Party Liability insurance and Carrier's Liability insurance covering the territorial scope of the carriage to be undertaken, appropriate to the type of carriage being performed (domestic carriage and/or international carriage and/or cabotage carriage within EU countries) with full insurance coverage, by which is meant:
  - a. coverage of the insurer's liability for damage resulting from robbery, theft and theft outside guarded car parks
  - b. coverage of the insurer's liability for damage outside the substance of the consignment resulting from late delivery
  - c. coverage of the insurer's liability for damage occurring during loading or unloading
  - d. no exclusions regarding the type of goods (property) accepted for carriage,
  - e. no exclusions as regards the territorial scope within which the services are to be undertaken (including cabotage, if the order concerns it),
6. The Contractor shall be in possession of the necessary licences and permits to undertake transport, including international transport, if the assignment involves a foreign route. This requirement also includes the obligation to obtain any required permits for the specific type of transport and other documents necessary for the execution of the order and the performance of the transport.
7. Acceptance of the order for execution is tantamount to confirmation that the Contractor is an authorised carrier.

## III. Vehicle and driver requirements

8. The Contractor shall provide for the collection of the consignment which is the subject of the Contract of Carriage a technically efficient vehicle in accordance with EU requirements, meeting the following requirements:
  - a. TAPA security requirements,
  - b. complying with at least EURO 5 standards, or any other emission standards replacing them, in force in the EU and the European Economic Area, applicable to trucks used for transport commissioned by the Principal,
  - c. suitable for the transport of the goods specified in the order (this applies in particular to oversize transport),
  - d. airtight, dry, clean outside and inside the cargo compartment, which must be free of foreign odours, with the Contractor, at the request of the Principal, being obliged to present a certificate confirming that the tank, the piping for the discharge of the consignment substance, pumps, etc. have been washed,
  - e. the tarpaulin truck should have at least 4 planks per side,
  - f. equipped with the means of securing the goods described in points 10 to 11.
9. In the event of failure to comply with any of the obligations contained in clause 8, the Contractor shall provide a replacement car meeting the requirements described in the GTC at their own expense.
10. The Contractor shall have the equipment used to undertake the transport ordered by the Principal:
  - a. in the instance of a refrigerated truck - a minimum of four extension poles,
  - b. in the instance of a car fitted with a tarpaulin:
    - a minimum of 6 safety belts (min. 500daN) for vehicles up to 3.5 t gross vehicle weight)
    - a minimum of 25 safety belts (min. 500daN) for vehicles over 3.5 t GVW,
  - c. a set of 8mm anti-slip mats for the entire load area,
  - d. corners (32 pieces), angle irons,
  - e. measures to protect the load from theft and the vehicle from being accessed by unauthorised persons and from being used to smuggle people and goods, including padlocking the customs line, seals,
  - f. four stanchions and chains for securing the steel coils in the case of a Coilmulde trailer.with the proviso that all means of securing the consignment and the vehicle should be approved and meet safety standards. In the event of inadequate means of loading, the Contractor may be charged with the cost of purchasing the missing means, which does not exclude the Contractor's liability for damage caused by the lack of means of securing the consignment and vehicle required by the Principal.
11. When transporting electronics, tobacco products, tyres and car parts, pharmaceutical products,

foodstuffs requiring a constant temperature, dangerous goods, motor vehicles or spirits, the means of transport should be equipped with a GPS satellite navigation system with the option of monitoring by a monitoring station.

12. In addition, the Contractor shall:
  - a. Ensure that vehicles are maintained and serviced in accordance with the manufacturer's requirements and recommendations in the interests of respect for the environment;
  - b. Comply with the requirements and vehicle regulatory inspections stipulated by the relevant legal vehicle standards (inspections, etc.);
  - c. Ensure that transport is undertaken by a driver with a valid driving licence and driver's certificate;
  - d. Ensure the development of drivers' competences and professional qualifications under typical driving conditions, taking care, and provide opportunities for an appropriate level of training and monitoring to guarantee the application of these competences, as well as the correct behaviour of drivers on the road;
  - e. Equip drivers with all the protective equipment provided for professional transport activities;
  - f. Counter the use of alcohol and drug substances by drivers. The Contractor is fully responsible for the driver's behaviour. Ensure exemplary, impeccable behaviour and presentation in front of customers
13. If it is apparent from the data contained in the order, or if the Contractor, with due diligence, could have determined on their own that it is necessary to obtain a permit to perform oversize carriage in order to perform carriage, the Contractor shall obtain this permit at their own expense, unless otherwise stated in the order.

## IV. Vehicle manning requirements

14. The manning of the vehicle undertaking the transport should meet the following requirements:
  - a. all drivers shall have the necessary qualifications, including those provided for in the relevant legislation, to properly perform the transport ordered by the Principal
  - b. all drivers should have sufficient command of an appropriate foreign language to be able to communicate at the place of loading and unloading, in particular to understand and verify the content of the transport documents and any reservations at the place of loading and unloading and to be able to raise such reservations with the driver when necessary, failing which they should be assisted by persons with appropriate foreign language skills (including remote assistance) and should make use of them when necessary,
  - c. all drivers shall receive regular training by the Contractor in procedures to prevent the smuggling of persons and goods and in securing the vehicle against unauthorised intrusion.
15. Irrespective of the number of drivers indicated in the order, the Contractor shall ensure that the vehicle to be undertaken is manned in such a manner that it is possible for the consignment to reach the consignee at the appointed time in accordance with the regulations on drivers' working hours.

## V. Cabotage operations

16. In the event of cabotage operations, the Contractor shall comply with the timing and other requirements laid down in Regulation (EC) No 1072/2009 as regards the possibility of performing cabotage operations and shall be insured accordingly. In the event that it should become apparent that the vehicle indicated in the cabotage transport order is unable to perform the transport operation due to the provisions of the aforementioned Regulation, the Contractor shall perform the transport operation by another vehicle.
17. The Contractor's liability in cabotage transport is shaped as follows:
  - a. for cabotage transport operations within Germany or France, the Contractor's liability for damage to the consignment or delay shall be limited to the following amounts (except in the case of wilful misconduct or gross negligence of the Contractor or of persons acting on their behalf or at their request):
    - in Germany, up to 40 SDR per kg in the event of damage to the consignment and up to three times the transport charge in the event of late delivery
    - in France, up to 20 SDR per kg in the event of damage to a consignment of less than 3 t, up to 12 SDR per kg in the event of damage to a consignment of 3 t or more, and up to the amount of the carrier in the event of late delivery
  - b. for cabotage transport operations within Italy, the Contractor's liability is not limited
  - c. in the event of cabotage operations performed on the territory of other countries, the Contractor shall be liable for the damage caused up to the maximum amount permitted by the laws of the country in which the carriage was performed

## VI. Statements by the Contractor

18. By accepting the assignment, the Contractor declares that:
  - a. they comply with the rules referred to in point 4 and all their employees are paid in accordance with the applicable law of the country, including the Member State of the European Union, in which the transport order is executed
  - b. they authorise the Principal to check the accuracy of the declaration referred to in point 18(a), in particular by requesting the relevant information and documents, and undertake in particular to produce all necessary documents to confirm the above undertakings at any request of the Principal or of the relevant authorities of the Member State of the European Union in which the transport order is executed,
  - c. they have adequate insurance in accordance with the conditions set out in point 5, and authorise the Principal to liaise on their behalf with the insurer with whom they have concluded the insurance contract, in particular with regard to the confirmation of the data presented by the Contractor,
  - d. they have experience in providing transport services analogous to those contracted by the Principal,
  - e. they have at their disposal vehicles which are suitable for the execution of the order and which comply with the requirements specified in these GTCs,
  - f. they have at their disposal drivers who have the necessary authorisations to properly undertake the transport ordered to them by the Principal, including those meeting the requirements specified in these GTCs,
  - g. they meet the requirements of the rules on cabotage operations, in particular that they are able to perform the cabotage operations entrusted to them and that they are in possession of adequate cabotage insurance,
  - h. they are aware that all data relating to the carriage such as details of the consignor, consignee, contracting party of the Principal, routes, freight rates are a business secret of the Principal,
  - i. they waive all claims under Articles 5, 8, 10(1) and (2) of the Act of 8 March 2013 on Prevention of Excessive Delays in Commercial Transactions and which they are entitled to against the Principal for events occurring prior to the date of conclusion of any contract to which these GTCs apply,
  - j. they waive all claims for remuneration for carriage against the commissioning agent of the Principal under French law,
  - k. they assume 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 and legal costs.

## VII. Contractor documentation

19. The Contractor shall immediately after the conclusion of the contract, but no later than on the date of conclusion of the contract, and whenever requested by the Principal within a period of 3 years from the date of conclusion of the contract, provide the Principal with the following documents:
  - a. a policy of civil liability insurance for the vehicle (including semi-trailer) in which the transport is to be undertaken
  - b. the carrier's liability insurance policy or contract of insurance;

- c. general conditions of insurance
  - d. a written certificate from the insurance company confirming the validity of the policy no older than 14 days from the date of issue (applies to the first order received from the Principal during the term of the policy in question),
  - e. proof of business activity, i.e. a certificate of entry in the Register of Business Activity or an extract from the CEIDG or from the National Court Register, as well as VAT - EU and, in the event of a foreign carrier, equivalent documents proving registration of business activity in the country of its seat;
  - f. the decision to assign a Tax Identification Number;
  - g. the decision to grant a National Business Registry Number;
  - h. authorisation to pursue the occupation of road transport carrier (in the event of a national transport order)
  - i. international transport licence (in the event of an international transport assignment)
  - j. details of the vehicle with which the transport will be undertaken, including the registration number
  - k. details of the driver or drivers who will undertake the transport, including name and identity card number
  - l. a copy of the document confirming the declaration to the competent authorities of the posting of the driver or drivers who will undertake the transport operation in question (in the event of transport operations to which the French minimum wage and posting regulations apply)
  - m. a current ATP certificate, where carriage concerns goods requiring such a certificate
20. In the event that the Contractor fails to provide the documents described in clause 19 as soon as possible after its conclusion, but no later than the date of its conclusion, the Principal shall be entitled to withdraw from the contract through the fault of the Contractor without having to call for performance. The right of withdrawal may be exercised by the Principal within 6 months of the date of conclusion of the contract.
21. In the event that the Contractor uses a subcontractor, the Contractor shall, on the date of conclusion of the contract with the subcontractor, provide the Principal with the documents listed under 19 concerning the subcontractor. If the Contractor fails to deliver them within this period, the Principal 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 Principal within 6 months of the date of conclusion of the Contract.
22. The Contractor's failure to comply with the obligations under 19 (k) and (l) shall not affect the Contractor's obligation to comply with the provisions of 14 and 15.

#### VIII. Demurrage

23. Subject to the provisions of clauses 24 and 25, the Contractor shall be entitled to a demurrage charge of EUR 100 in international transport and cabotage and PLN 150 in domestic transport within Poland for each commenced 24 hours of demurrage. The parking charge is a contractual penalty to which Articles 483 et seq. of the Civil Code apply, so that the Contractor has no separate claim, apart from the parking charge, for damages in excess of the contractual penalty or for reimbursement of parking costs. The time of performance shall include the demurrage referred to in clause 25 and shall be extended by the time indicated therein, and the failure of the consignee to take delivery of the consignment before that time shall not be considered an impediment to delivery. Parking fees may only be charged on the basis of entries on the parking card confirmed by the person undertaking loading, customs clearance, unloading
24. The parking fee is conditional on the following conditions being met together:
- a. documentation by the Contractor of the standstill and its duration during loading and unloading operations with a parking card certified by the consignor or consignee, as appropriate,
  - b. Prompt notification by the Contractor to the Principal of any delay in loading or unloading when it occurs and the reasons for the delay.
  - c. Occurrence of a stopover for reasons other than those described in point 25.
25. Free of parking fees are:
- a. the first 24 hours of parking for loading and separately 24 hours of parking for unloading,
  - b. stopover on Saturdays, Sundays and local holidays and stopover on public holidays at the place of unloading or discharging and/or for reasons attributable to the Contractor
  - c. stopovers at national borders, customs offices or for reasons attributable to the customs office,
  - d. stopovers performed on days with limited truck traffic.
26. The Contractor shall perform the carriage of the consignment without unreasonable interruption. It is forbidden to withhold transport for reasons other than those expressly specified in these GTCs or which have a basis in the applicable legislation. In particular, a demand for payment of remuneration by the Principal to the Contractor or an expectation of such payment cannot be the basis for withholding carriage.
27. Any changes to the above provisions as well as to the provisions of 65, in particular an increase in the amount of remuneration or contractual penalties due to the Contractor due to demurrage, shall require written form under pain of nullity and may be agreed only by the Principal or a person holding a specific written power of attorney granted by a person authorised to represent the Principal disclosed in the Register of Entrepreneurs of the National Court Register, with the proviso that any amendments to the Contract, in particular with regard to remuneration or contractual penalties payable to the Contractor, shall be null and void if they result from a threat by the Contractor to fail to comply with the relevant instructions of the Principal or to refuse to perform the contract, in particular to deliver the goods and enable their unloading, without an increase in the amount of remuneration.

#### IX. General rules for transport operations

28. The Contractor is strictly prohibited from reloading or loading without the prior written consent of the Principal under pain of nullity. Having another consignment in the load compartment at the time the vehicle is placed under loading is also considered loading.
29. 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 regardless of whether such obligation is indicated in the order or not.
30. In the event of transports to the UK and Ireland, the Contractor is obliged to develop and comply with procedures for protecting cargo from third-party intrusion into the cargo space, as well as from smuggling of goods as recommended by the relevant authorities, in particular the British Border Force.
31. The Contractor is obliged to ascertain at the place of loading:
- a. what type of goods will be transported,
  - b. whether the carriage of the goods is subject to the regulations of the Act of 9 March 2017 on the monitoring system for the carriage of goods by road and rail and for the circulation of heating fuels or to the provisions which replace it, in particular considering account the nature of the goods carried,
  - c. that the transport to be performed by, to and from the territory of Germany does not include coffee,
  - d. 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,
  - e. that the consignment to be carried is not waste for the carriage of which a permit is required or the carriage of which is not permitted,
  - f. that the waste consignment corresponds to the waste category and complies with the documentation,
  - g. that the consignment they are to transport does not constitute excise goods, in particular alcohol or cigarettes.
32. In the event that the circumstances referred to in 31 letters b-g are found to have occurred, the Contractor shall notify the Principal without delay and await the relevant instructions, and shall furthermore comply with the obligations arising from the relevant regulations in the event of receipt of instructions to continue the carriage.

33. The Contractor shall comply with the following rules for each type of transport:

- a. For temperature-controlled transport
  - hold a valid and up-to-date ATP certificate, if required by the relevant regulations,
  - 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,
  - before starting loading and transport, ensure that the genset is not worn, has been properly maintained and has sufficient power supply,
  - check before the start of carriage that the carriage temperature indicated in the consignment note is identical to the carriage temperature indicated in the transport order; if a difference is found, the Contractor shall immediately report this to the Principal,
  - prepare a thermograph print-out 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 Principal,
  - obtain and maintain the temperature at which the carriage is to be undertaken before starting loading;
  - do not switch off the vehicle's engine when at a standstill if the operation of the refrigeration unit depends on the operation of the engine;
  - connect the chiller to an external power source during shutdowns when required by the chiller operation;
  - set the genset in continuous operation to the middle value of the specified range - if no specific carriage temperature is indicated (i.e. if a range of permissible temperatures is indicated, e.g. +15- +19);
  - monitor the temperature throughout the journey;
  - submit, together with the invoice and transport documentation, a printout documenting the temperature in the semi-trailer during transport; the thermograph printout must be in digital form containing: date, time, transport temperature and the recording frequency must be at least every 30 minutes; this printout must be kept together with the printout/discs of the tachograph for at least one year from the date of completion of transport and release of the consignment.
  - if any disclaimer regarding damage or non-observance of temperature conditions is written in the transport documents, immediately send by e-mail or fax a temperature printout of the entire transport period (no later than 1 day after the day of unloading),
  - provide, at the request of the Principal, within a period of time to be determined by the Principal, which may not be less than 24 hours, a printout documenting the temperature in the semi-trailer during transport,
- b. In the event that the Contractor fails to provide thermograph printouts, it shall be obliged to pay to the Principal a contractual penalty in the amount of EUR 100 payable within 14 days from the date of expiry of the deadline specified above or set by the Principal in their demand to provide this printout. In the event that the thermograph printouts are delivered after the deadline specified in the GTC or set by the Principal, but no later than 14 days from receipt of their request, the contractual penalty payable by the Contractor on the date of delivery of the thermograph printout shall be EUR 15.
- c. for the carriage of dangerous goods as defined by the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR), concluded at Geneva on 30 September 1957 (Journal of Laws of 2017, item 1119) hereinafter "ADR Agreement",
  - comply with the requirements of the ADR Agreement and other national acts on the carriage of dangerous goods by road applicable in the territory of the country concerned, which is a contracting party to the ADR Agreement, on the date of loading of the goods, when accepting the carriage of an ADR dangerous load,
  - use vehicle crew members with valid ADR driver training certificates,
  - use efficient means of transport with the correct markings required by the relevant regulations and the required fire, general and individual protection equipment in accordance with ADR,
  - appoint a safety adviser for the transport of dangerous goods,
  - ensure that the dangerous goods to be carried are authorised for carriage in accordance with the ADR Agreement,
  - ensure that all the information required by the ADR Agreement, concerning the dangerous goods to be carried, has been provided by the consignor before the start of the transport and that the required documentation is carried on board the means of transport and, where electronic data processing (EDP) or electronic data interchange (EDI) techniques are used instead of paper documentation, that accessibility of the data during the transport is ensured to a degree at least equivalent to that of paper documentation,
  - visually inspect the vehicles and cargo for defects and for leaks, missing equipment, etc,
  - in the event of discovering any violations of the requirements of the ADR Agreement currently in force, immediately inform the Principal of these violations and withhold the commencement of the carriage until these irregularities are removed,
  - in the event of the transport of dangerous goods using the exemptions of the relevant provisions of the ADR Agreement, use vehicle crew members who have been trained in accordance with sections 1.3.1 and 8.2.3 of the European Agreement ADR, and Art. 14 of the Act of 19 August 2011 on the transport of dangerous goods (Journal of Laws of 2020, item 154, 875 as amended),
  - have an insurance policy covering the transport of hazardous materials of the type being transported.

#### X. Responsibilities related to the loading of the consignment

34. The Contractor is obliged to have the vehicle ready for loading on time.
35. At the place of loading, the driver must collect the documents necessary for the correct execution of the order, in particular the waybill, Lieferschein, Delivery note, CI document, loading invoices, certificates, goods specifications, goods receipt, T-1 or T-2 document, EX, EUR, etc. The driver is obliged to take photos of all documents received and send them by e-mail to address given in the CLIENT CONTACT PERSON box within 2 h of completion of loading, stating the order number in the body of the message.
36. 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. In the event of any inconsistency or misunderstanding of the content of the transport documents or the impossibility to verify them due to the driver's lack of knowledge of the language, the Contractor shall refrain from commencing the transport and shall immediately contact the Principal in order to receive instructions as to the further procedure.
37. The Contractor shall ensure that the consignment note includes details of the Contractor and, if applicable, its subcontractor(s) as successive carriers, confirmation of acceptance of the consignment for carriage, and details of the vehicle used for carriage with its registration number and details of the driver(s) performing the carriage with their first and last names and identity card numbers, number of the container, if they have been entrusted for carriage with the goods, and - if nothing else results from the detailed conditions of order - gross amount of freight to which the Contractor is entitled for the performance of carriage in the field of unpaid carrier's dues.
38. 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 carriage and obtain confirmation of the shipper's acceptance of the objections in the content of the consignment note and contact the Principal for instructions on how to proceed.

39. The Contractor shall check that the loading by the shipper has been undertaken correctly and that the goods have been placed and secured and, if necessary, secured for transport. In the event of any objections to the correctness of the loading and stowage of the goods, the Contractor shall enter the objections and the reasons for them on all copies of the consignment note prior to the commencement of carriage and obtain confirmation of the acceptance of the objections by the shipper in the contents of the consignment note and contact the Principal for instructions as to how to proceed. If it is found that the goods cannot be effectively secured for the duration of the carriage, the Principal shall contact the Principal for instructions on how to proceed. The Contractor shall be responsible on a risk basis for the correct storage of the goods and their protection during transport.
40. The driver is obliged to:
- have and use on loading and unloading the required protective clothing and footwear (including, in particular, protective footwear with metal toe caps, work gloves) and a reflective waistcoat, as well as other personal protective equipment (such as goggles, apron, cap, disposable gloves, shoe covers) and hand disinfectant wipes,
  - comply with in-house regulations concerning behaviour on the premises of the consignor and consignee of goods,
  - cultural and professional behaviour both at and in the immediate vicinity of loading and unloading sites.
41. 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 carriage or the correctness of the loading performed by the shipper, the Contractor shall refuse to start carriage and contact the Principal immediately. In the event that the Contractor is unable to assess only the number of pieces in the consignment, they shall be entitled to commence carriage after writing an appropriate reservation confirmed by the shipper's representative on all copies of the consignment note.
42. If the shipper prevents the Contractor from making entries in the consignment notes referred to in para. 37-39 and 41, or does not confirm their acceptance in the content of the consignment note, the Contractor is obliged to refuse to commence carriage and to contact the Principal immediately in order to obtain instructions as to further procedure.
43. Unless otherwise and expressly indicated in the transport order, the Contractor shall not be entitled to undertake or assist with loading themselves. Instead, the Contractor is obliged to observe the loading and report to the Principal their doubts about the observed loading activities. In the event that the shipper prevents the Contractor from attending the loading as an observer, the Contractor shall immediately inform the Principal by telephone and additionally by text message. In the event that loading operations are commissioned to the Contractor in writing, otherwise being null and void, the Contractor shall ensure that they are undertaken by a driver who has the ability and skills to carry out these operations and shall have at their disposal loading equipment - appropriate to the type of goods - if required for the loading operations.

## XI. Transport safety

44. The Contractor shall only undertake transport 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 use these roads, in particular due to detours or roadblocks established by the police or other enforcement agencies (e.g. due to a traffic accident, other emergency or force majeure).
45. The driver should take special care to secure the vehicle including the consignment against burglary.
46. 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.
47. The Contractor, as well as the driver of the vehicle performing the transport, is obliged to secure the vehicle with particular care for the duration of the stopover and to park the means of transport in guarded car parks,
- 47.1. The Contractor is obliged to use secured parking facilities during vehicle stops necessitated by required breaks during transport, including particularly the driver's daily and weekly rest periods. Secured parking should be a designated area, monitored round-the-clock by security personnel or other supervisory staff, illuminated at night, fenced, and equipped with entry and exit blocking devices that prevent vehicle access without permission from the supervising personnel.
- 47.2. The Contractor may request reimbursement of costs incurred for vehicle stops at locations designated by them, which provide greater security measures than the secured parking described in section 47.1.
- 47.3. In cases where another carrier (subcontractor) is the actual transporter, the Contractor is obligated to inform this subcontractor about the requirements outlined in sections 47.1 and 47.2.
48. In case there is a need to refuel the vehicle or replenish operating fluids, or to take breaks during work hours as required by legal regulations or physiological needs, a stop not exceeding 1 hour can be made:
- it is permissible for a vehicle and its load to be parked at a petrol station, hotel, motel, bar, restaurant, car park next to a road infrastructure, in a car park next to a loading bay or at a delivery point, and the stopping is due to:
    - regulations on the drivers' working time,
    - the driver's decision, dictated by fatigue, not to continue driving safely
    - the need to fill up with fuel, other fluids or consumables necessary to continue driving safely,
    - the need to satisfy physiological needs, to eat a meal.
  - stopover is permitted within the confines of areas intended for trucks, tractors with trailers or semi-trailers, e.g. car parks, including unguarded car parks, roadside bays, off-street parking areas, etc. (excluding forest or field car parks) (excluding forest or field car parks).
49. Outside of the above-mentioned places, only the following stops are permitted:
- caused by an accident, a breakdown of the means of transport which makes it impossible to continue driving safely and in compliance with the regulations (means of transport understood as each of the elements of the combination, i.e. truck, motor tractor, semi-trailer, trailer),
  - caused by the transfer of cargo to the place of delivery, loading,
  - caused by the need to provide assistance to accident victims,
  - caused by the completion of customs formalities or related to the passage of a toll road, ferry, train,
  - caused by the driver's sudden illness when it is not possible to continue driving,
  - caused by a decision of a control authority, state authority or the need to wait for control at a state border crossing,
  - based transport company,
  - in car parks with purchased parking spaces.
50. The burden of proof for the circumstances described in paragraphs 48 and 49 shall lie with the Contractor.
51. During any stopover, the driver shall, when leaving the vehicle, lock it carefully on all factory locks, take the keys with them and activate all installed anti-theft devices, including at least one of the following: alarm, immobiliser or gearbox lock. It is prohibited to leave the keys in the vehicle
52. The driver is also required to take the vehicle and transport documents with them during each stop.
53. Where the Contractor's liability insurance contract provides for more stringent carriage safety requirements, the Contractor shall comply with the rules specified in the insurance contract.

## XII. Delivery of the consignment

54. The following conditions must be met when the consignment is released to the consignee:
- the consignment must be delivered to the consignee's registered office or place of residence - to the address indicated by the sender in the consignment note,
  - the consignment must be handed over to an adult at the address indicated by the sender on the consignment note and who is authorised to receive the goods, after their identity document has been checked,
  - the person receiving the goods has signed for them legibly,
  - the receipt was stamped:

- where the addressee is a natural person: the number of the identity card or other proof of identity of the consignee and the identity card or other proof of identity has been presented to the Contractor,
  - if the addressee is an entrepreneur/company/entity other than a natural person, additionally with a company stamp including at least the name and tax identification number, or, in the event of a foreign entity, another equivalent identification number.
55. The Contractor shall:
- immediately inform the Principal of the consignee's refusal to accept the consignment or of any other problems with acceptance and request appropriate instructions and, in such a situation, refrain from leaving the place of unloading before receiving instructions from the Principal,
  - ensure that the goods have been fully unloaded,
  - ensure that the date of receipt of the consignment is included in the consignment note,
  - check the condition of the consignment jointly with the consignee at the time of handing over the consignment to the consignee, including, in particular, a check within the meaning of Art. 30 par. 2 CMR in the case of international transport, and ensure that the consignment note mentions the check undertaken jointly with the consignee and the results of this check,
  - if, prior to delivery, it is found that the consignment has suffered damage or loss, establish the condition of the consignment and the circumstances in which the damage occurred by means of a protocol,
  - immediately notify the Principal of any objections as to the condition of the consignment reported at the time of delivery to the consignee,
  - notify the Principal without delay if the consignee has made an entry in the consignment note which the driver has not understood due to a lack of knowledge of the language or for other reasons,
  - In the event of carriage of a consignment with a value declared in the consignment note in accordance with Article 24 of the CMR Convention, to ensure that upon receipt of the goods the value of the goods is entered in the CMR note, and in the event of carriage of a consignment with a special interest amount declared in the consignment note in accordance with Article 26 of the CMR Convention to ensure that upon receipt of the goods the value of the special interest amount in the delivery is entered in the CMR note.
56. The Contractor shall comply with the following pallet exchange rules:
- If the Contractor is unable to collect or return the pallets at the point indicated on the order, they shall immediately inform the Principal in order to establish a new address.
  - In the event of an order with pallet exchange at PAKI points, we require the driver to collect a pallet receipt confirming the number of pallets collected and handed over, and to verify that the content of this document is factually correct.
  - The exchange of pallets occurs on the basis of reference numbers. This number can be obtained from the Principal no later than one hour prior to the scheduled arrival at the PAKI point. The maximum time for returning packages is 14 calendar days from the day of unloading.
  - In the event of missing or incorrectly replaced pallets, the Principal reserves the right to charge EUR 25 per pallet.
  - The driver is obliged to check accepted pallets for any damage. If there are any objections, the Principal must be informed immediately. Failure to report damaged packages will result in a penalty of EUR 25 per pallet.
  - The pallets can only be passed on to Margo Worldwide, otherwise the exchange is deemed not to have occurred.
  - If the order does not prescribe the exchange of pallets or other packaging, the Contractor is not entitled to take empty pallets or packaging from the place of loading or unloading and is obliged to write "kein tausch / no exchange" on the consignment note and Lieferschein. Otherwise, the Contractor shall pay a contractual penalty of EUR 50 payable within 7 days of the event giving rise to the obligation to pay the contractual penalty (breach of this clause 56b) of the GTC).
57. Unless expressly indicated to the contrary in the transport order, the Contractor shall not be entitled to unload or assist in unloading themselves. The above provision does not imply a prohibition to attend the discharge as an observer. In the event that unloading operations are delegated to the Contractor in writing under pain of invalidity, the Contractor shall ensure that they are undertaken by a driver who has the ability and skills to undertake these operations and shall have at their disposal unloading equipment - suitable for the type of goods in question - if necessary to handle the unloading operations.

## XIII. Communication

58. The Contractor shall ensure that the Principal is in constant telephone contact with the driver performing the transport, who shall have at least a working mobile phone capable of sending and receiving mms messages.
59. It is the responsibility of the Contractor to inform the Principal every 12 hours and at any request of the Principal 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 Principal with the exact position of the vehicle or allow the Principal access to this system. Any failure to provide information when it should have been provided will be considered as a single breach of the above obligation.
60. In the event of any complications during the carriage, especially in situations indicated in points 36, 38, 39, 41, 42 of the GTC, in the event of a breakdown of the means of transport preventing safe and legal continuation of the carriage, a traffic accident involving the means of transport used for carriage, or in the event of stating that it will not be possible to perform the carriage in accordance with its terms, the Contractor is obliged to contact the Principal immediately, no later than within one hour, 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 e-mail (e-mail addresses listed on the Principal's current website or telephone numbers listed on the Principal's current website and, if possible, confirm the fact that the Principal has been informed of the complication by sending a text message by telephone or e-mail. The Contractor shall be fully liable for any acts or omissions undertaken without the consultation and consent of the Principal, including in particular any costs incurred as a result of the acts or omissions undertaken, which shall not preclude the Contractor from being charged a contractual penalty as provided for in these GTCs.
61. In the event of a road traffic accident or the discovery of theft or burglary of a vehicle, the Contractor shall, in addition to their obligation to contact the Principal, notify the relevant authorities, including the police, and provide the Principal with the documents obtained from them, including the police note, and provide the Principal with all data enabling the identification of the authority conducting the proceedings in the case and the proceedings themselves, in particular the name of the authority, its address and the reference number under which the proceedings are conducted.
62. The Contractor shall comply with all instructions received regarding the handling of the consignment during acceptance and performance of carriage and the manner of securing the consignment, as specified in the order received or arising from the procedures, practices or customs used.
63. The Contractor agrees to undertake any instructions given by the Principal during the course of carriage and to amend the original contract of carriage also without the need to produce the first copy of the consignment note, provided that they are given in documentary form subject to the provisions of clause 64. The Contractor shall undertake the instructions given to them in the aforementioned form. The Contractor is prohibited from unloading the goods at any place other than that specified by the Principal
64. The Contractor shall not be obliged to undertake instructions and to take account of changes to the Contract of Carriage if it is not possible to undertake such instructions or if they interfere with the normal operation of the Contractor's business. It shall not be deemed to interfere with the normal operation of the Contractor's business if it is possible to execute the instructions within the time fixed for the execution of the originally contracted carriage considering the additional time margin provided under clause 26 for unloading.
65. In the event that the need to undertake instructions or to amend the original Contract of Carriage

- 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 undertake the assignment. This remuneration is payable on the date provided for the basic remuneration. In the event that, as a result of the execution of instructions or the amendment of the original Contract of Carriage, there is a reduction in the distance to be covered by the Contractor for the execution of the assignment, the remuneration shall be reduced proportionally.
66. The Contractor shall, within 2 hours after unloading, inform the Principal by fax or e-mail to address given in the CLIENT CONTACT PERSON box of the actual date of unloading of the goods, stating 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 their obligations under this clause, the Contractor shall be liable to pay a contractual penalty of EUR 50 per breach, payable within 7 days of the date of the event giving rise to the obligation to pay the contractual penalty (breach of this clause 66) of the GTC).
67. The Contractor shall immediately notify the Principal of any case resulting in the Principal's liability for damages under the contract of carriage performed with the Contractor, including in particular, but not exclusively, damage to the consignment. In any such instance, the Contractor shall furthermore:
- use the means at their disposal to prevent or reduce the extent of the damage and to protect the property directly threatened against the damage,
  - 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,
  - cooperate with the Principal in order to clarify all 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 which are necessary to establish the entity responsible for the damage and the circumstances of the event and, at the request of the Principal, to comply with the recommendations of the Principal's insurer, providing the Principal with the information and necessary powers of attorney.
- d. at the request of the Principal:
- report the loss to their insurer within 7 days of the request being forwarded by the Principal,
  - provide the Principal with the number under which the loss has been registered by the Contractor's Insurer within 14 days of the date of transmission of the request to report the loss by the Principal,
  - provide the Principal, within 21 days from the date of the Principal's request, with the documents and information necessary to conduct the loss adjustment process before the insurer, such as a tachograph record from the entire period of carriage covered by this order, a detailed GPS record from the entire period of carriage, a written statement by the driver concerning the carriage performed, including the occurrence of the loss and its extent, copies of vehicle/set of vehicle registration documents, copies of the driver's documents confirming their eligibility to work as a driver, copies of the Contract concluded by the Contractor with the driver.
- XIV. Transport documentation**
68. The time limit for payment of the remuneration due to the Contractor for the performance of the Contract of Carriage shall be 60 days, unless otherwise stipulated in the Contract, and shall be calculated from the date of examination of the quality of the service performed by the Contractor in accordance with Article 9 of the Act on Prevention of Excessive Delays in Commercial Transactions. The quality test shall be performed on the basis of evidence of the service provided by the Contractor, in particular the shipping documents sent by the Contractor to the Principal in a form that makes it possible to examine their contents, in particular the notations, dates, stamps and signatures on them. The examination shall be performed within one working day of the Contractor presenting the evidence referred to above to the Principal. The date of payment shall be deemed to be the date on which the Principal 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 Principal is entitled to choose whether to pay in the Polish currency or in the currency of the invoice. The Principal's choice of currency covers only that part of the remuneration in which voluntary performance on their part takes place and does not apply to the rest of the performance.
69. The Contractor shall deliver by post or in person to the Principal within 14 days from the date of unloading a VAT invoice issued in the month of service provision containing the amount due under the following conditions:
- the invoice should be issued in the foreign currency in which the remuneration was agreed upon and include the bank account number,
  - if it follows from the Principal's order that the carrier (freight) is payable in a foreign currency, for VAT purposes the invoice must contain the amount in PLN according to the average exchange rate of the National Bank of Poland on the day preceding the day of unloading,
  - the invoice must indicate the number of the specific order or orders to which it relates,
  - the invoice should be issued in the month in which the service is completed, unless the service completion date falls 3 days before the end of the month, in which instance it may be issued in the following month,
  - The invoice should state that the assignment of receivables is prohibited without the prior written consent of the Principal under pain of nullity.
  - The invoice should contain information on the exchange rate used to convert the value in foreign currency, the date of loading and unloading the correct payment date, the account number - EUR or PLN respectively, depending on whether the invoice is payable in PLN or EUR,
- A breach of any of the obligations stipulated in of this clause shall result in the Contractor's obligation to pay to the Principal a contractual penalty in the amount of 10% of the gross freight, payable within 7 days of the event justifying the obligation to pay the contractual penalty (breach of this clause 69 of the GTC).
70. Provision of the original transport documents to the Principal is a key obligation of the Contractor, as these documents are used to document transport in legal and administrative proceedings. Accordingly, the Contractor shall provide the Principal with:
- by e-mail to address given in the CLIENT CONTACT PERSON box within 2 h from the date of unloading (except in the instance of unloading in Switzerland, where the deadline is 24 h from the date of unloading) legible copies of all transport documents accompanying the consignment in a form that allows their content to be seen, in particular the notations, dates, stamps and signatures on them; the documents should include legible dates of loading and receipt, as well as legible signatures and stamps of the shipper and consignee under penalty of a contractual penalty of EUR 25. (Infringements of this paragraph 70(a) of the GTC)
  - by mail or in person, within 14 days from the date of unloading - the originals of all transport documents accompanying the shipment; the documents should include legible dates of loading and receipt, as well as legible signatures and stamps of the shipper and the consignee under pain of a contractual penalty in the amount of 1% of the gross freight for each day of delay, payable within 7 days from the day of the event justifying the obligation to pay the contractual penalty (breach of this clause 70(b) of the GTC).
71. In the event of loss of transport-related documents, the Contractor shall pay a contractual penalty of 130 % of the gross freight. The deadline for payment of the contractual penalty for this reason is 7 days from the date of the event justifying the obligation to pay the contractual penalty (breach of this clause 71 of the GTC). Loss shall be deemed to be the failure to present to the Principal requested documents within 30 days of the completion of the carriage.
72. For shipments to CIS countries, stamps are required on the CMR document: "GOODS POSTPONED" and "WYPUSK RAZRESZEN", as well as the date, signature and stamp of the consignee of the goods. The Contractor shall, within 24 hours after unloading, send the CMR consignment note to the
- Principal by fax or e-mail to verify the use of the correct stamps.
73. If a customs procedure is used in the course of carriage, the Contractor shall send along with the invoice a document confirmed by the competent Customs Office confirming its proper completion (e.g. SAD, EX1,T-1). Failure to provide these documents shall render the Contractor liable to reimburse the Principal for any costs relating to charges imposed on the Principal by customs or tax authorities or any other entity.
- XV. Subcontractors**
74. The Contractor shall undertake the transport assignment personally. The Contractor may subcontract the execution of this Contract to a third party only after obtaining the Principal's consent in writing under pain of nullity and on condition that the carriage is subcontracted to an entity registered in the Republic of Poland or in other countries of the European Union. In particular, the Contractor may not list the orders entrusted to them on transport exchanges and auctions without obtaining the consent in the aforementioned form. A third party is also considered to be a carrier permanently working with the Contractor.
75. In the event of subcontracting the performance of this Contract to a third party, the Contractor shall select such a third party:
- has the requisite licences, concessions and/or authorisations to undertake this type of activity
  - has the appropriate means of transport to undertake the subcontracted transport operations properly, meeting, inter alia, the requirements specified in the GTC
  - has insurance that meets the requirements specified in point 5 and provides proof of payment of all due contributions
76. When contracting the carriage of goods to a new carrier to whom the Contractor has not previously contracted carriage, the Contractor shall be obliged to:
- request legible copies of supporting documents from the person submitting the tender:
    - conduct business activity, i.e. to be entered in the Central Business Activity Register or the National Court Register and to be issued with Tax Identification Number, National Business Registry Number and VAT-EU numbers or other equivalent registration documents operating in the countries of the European Union,
    - possess a licence to undertake national road transport and to undertake international road transport (does not apply to transport operations using vehicles with a maximum permissible weight of 2.5 tonnes)
    - conclude a carrier liability insurance policy,
    - pay all instalments of contributions due at the date of verification
    - Certificate of professional competence
  - checking the reliability of the carrier by:
    - contact with the carrier's representative only via the freight exchange's instant messenger or e-mail if the e-mail address is the same as the e-mail address in the freight exchange account,
    - contact with the carrier's representative by e-mail in case the person making the offer of carriage does not have an account in the freight exchange or the e-mail address used by the person does not appear in their account in the freight exchange or is different from the e-mail address given in the account in the freight exchange, communication with this person concerning the conditions of carriage may take place only after prior arrangement:
      - request from the person making the offer of carriage the identification number (ID) to the account on the freight exchange where the Policyholder has issued the cargo for carriage
      - request the following information from the person making the offer of carriage by e-mail
        - » name of the owner – in the event of self-employed natural persons
        - » name of the representative (chairman, member of the board of directors) – in the event of commercial companies
        - » a company landline telephone number or a company mobile telephone number
        - » a company e-mail address
      - ascertain independently on the Internet or other sources (e.g. the carrier's website, business cards) and/or on a transport exchange, the company e-mail address and the company telephone number or mobile telephone number of the carrier whose details are specified in the documents received from the person making the offer of carriage
      - establish contact with the carrier whose details are specified in the documents received from the person making the offer of carriage, for the purpose of verifying the authenticity of the offer of carriage made by that person, by means of a means of transport established by themselves
        - » a company landline telephone number or a company mobile telephone number – a prerequisite is that a note is made of the telephone call made to the carrier, in which the following is noted: the telephone number of the caller, the caller's surname and first name, the date and time of the call and confirmation of their offer of carriage; or
        - » a company e-mail address – a prerequisite for this is to receive from the carrier by e-mail confirming that they have made an offer of carriage.
  - confirm the reliability of the carrier by verifying copies of documents received from the carrier and checking compliance with the data contained in particular:
    - when the entity submitting the offer of carriage is a Polish entity, i.e. an entrepreneur conducting business activity registered in Poland and based in Poland
      - in the online database of the Central Register and Information on Business Activity (CEIDG) available at <http://www.firma.gov.pl> – for natural persons conducting economic activity or,
      - KRS – on the website of the Ministry of Justice <https://ems.ms.gov.pl/> – for entities subject to registration with the KRS,
      - Tax Identification Number and National Business Registry Number – on 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/regonip.html>,
      - transport licenses and/or authorizations to pursue the occupation of carrier – on the GITD website: <http://gtd.gov.pl/botm/index.php> and in the register available at <https://kreptd.gtd.gov.pl/> – concerns the Community license for the carriage of goods,
    - In the event of a foreign subcontractor, verification in the country of registration of the actual carrier, e.g. via the European e-Justice portal: [https://ejustice.europa.eu/content\\_business\\_registers\\_in\\_member\\_states106pl.do](https://ejustice.europa.eu/content_business_registers_in_member_states106pl.do) and the European VAT register: [http://ec.europa.eu/taxation\\_customs/vies/?locale=pl](http://ec.europa.eu/taxation_customs/vies/?locale=pl).
  - confirm in writing or by telephone to the insurance company with which the carrier has concluded a contract of OCP insurance, the validity of this policy, the payment of premiums and the scope of cover corresponding to the order in question, noting the telephone number and name of the caller, the date of the call and the name of the person confirming it; in the event that the insurance company refuses to confirm the OCP policy, the Insured shall document this fact with a note containing the telephone number, date, name of the caller and reason for refusal and, if confirmation is not possible for any other reason, with a note containing the telephone number and relevant reason.
  - each time an order is given to a sub-carrier, to indicate in the transport documentation (in particular in the consignment note, the forwarding order, the transport order) the person authorised to accept the consignment on behalf of the Principal, the Contractor or on behalf of the sub-carrier (their name and surname) together with the indication of their identity document and the registration numbers of the vehicles which are to perform the transport. All data indicated must be communicated to the shipper before loading commences and to the Principal,
  - each time an order is placed with a downstream carrier, to verify the identity of the person taking delivery of the consignment on the basis of an identity document and the vehicle registration documents indicated in the transport documents (in particular bill of lading, forwarding order, transport order)

77. 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 GTC, in particular with regard to:
- the obligation to comply with the provisions referred to in point 4
  - the obligation to undertake transport operations in person
  - the rules for delivery to consignees
  - securing the vehicle against burglary
  - the regulation of stopovers of the means of transport with the load
78. The Contractor shall be fully responsible for their 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 whether the persons described above are solvent. The Principal may also make recourse claims against the Contractor if the Contractor did not personally cause the damage.
79. In the event of transport damage or delay, the Principal shall be entitled to charge the Contractor for the costs of rectifying the damage from the moment they themselves are called upon to do so, even if they have not yet rectified the damage themselves.
80. In international carriage, the Contractor, when taking over the consignment and consignment note, also does so on behalf of the Principal and thus accedes as successive carrier within the meaning of Article 34 of the CMR Convention to the original Contract of Carriage under the terms of the consignment note, doing so both on their own behalf and on behalf of the Principal. The provisions of para. 78-79. of this Contract modify the regulations provided for in Article 37 of the CMR Convention.

#### XVI. Corporate secrecy and unfair competition

81. By accepting the order, the Contractor declares that they are aware that all data related to the carriage such as shipper, consignee, Principal's counterparty, routes, freight rates are company secrets of the Principal.
82. During the performance of the Contract and after its termination, the Contractor undertakes to keep confidential and without the prior written consent of the Principal under pain of nullity not to disclose to any third party, including other forwarders and carriers, and not to use for purposes other than those arising from the order received from the Principal, 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 from the date of the event justifying the obligation to pay the contractual penalty (breach of this clause 82 of the GTC), provided that this penalty does not cover the situation described in 83.
83. It is forbidden for the Contractor to disclose to third parties, including other forwarders and carriers and the Contractor's contractors, consignors and consignees of consignments any information concerning the status of settlements between the Principal and the Contractor, including the amount of the Contractor's remuneration, payment dates, the status of debts and other financial information to which the Principal is a party. The above prohibition does not apply to:
- a. the provision of information to debt collection agencies and professional attorneys for the purpose of their debt collection activities, with the proviso that these entities shall not be entitled to make the aforementioned information available to third parties, in particular by making it publicly available, and that the Contractor shall be liable for the breach of this obligation by these entities as for their own actions.
  - b. the provision of information to economic information bureaux in accordance with the relevant legislation.
84. It is forbidden for the Contractor to disseminate false or misleading news about the Principal and/or the business operated by the Principal. The information referred to above is false or misleading information, in particular about: the persons in charge of the enterprise, the goods manufactured or services provided, the prices applied, the economic or legal situation of the Principal, the status of settlements with the Contractor, including the maturity of debts whose due date has not arrived. The above prohibition applies to the dissemination of information by all forms of communication, in particular by mass media, including electronic communication via websites, web forums, e-mail, social networks, industry-specific websites and industry-specific transport or receivables exchanges. To the extent indicated above, the responsibility for demonstrating the veracity of their claims is on the Contractor.
85. In the event of breach by the Contractor of the obligations set out in clauses 83 and 84 of the GTC, the Contractor shall be obliged to pay to the Principal 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 (breach of the obligations set out in clauses 83 and 84 of the GTC).
86. The Contractor shall refrain during the performance of the Contract of Carriage concluded with the Principal and for a period of 3 years thereafter:
- a. make offers directly to the Principal's contractors and to undertake transport on their behalf without the intermediation of the Principal.
  - b. make offers directly to the Principal's contractors or perform transport for them without the intermediation of the Principal by entities related to the Contractor personally or by capital.
  - c. make offers directly to the Principal's contractors or perform carriage on their behalf without the intermediation of the Principal by the Contractor's subcontractors, with the help of whom the Contractor performed carriage on behalf of the Principal, subject to the provision that this applies only to those contractors of the Principal for whom a given subcontractor performed carriage as part of the Contract of Carriage commissioned by the Principal to the Contractor.
- whereby the Contractor's remuneration provided for in the Contract concluded with the Principal also includes the obligation to comply with the provisions of this clause (prohibition of acts of unfair competition).
87. The Principal's counterparty, within the meaning of clause 86 of the General Terms and Conditions, is an entity that has given an order for carriage to the Contractor, which was subsequently entrusted to the Contractor, whereas any entity that performs the loading or unloading during the performance of the order given to the Contractor shall be deemed to be the Principal's counterparty, any entity indicated in the consignment note as the consignor, consignee or carrier during the execution of the order awarded to the Contractor, as well as any entity known to the Contractor to have given the order for the carriage of the Principal, which was then entrusted to the Contractor. Whenever the Contractor, either personally or through personally or capital-related persons, intends, during the period of validity of the time limit indicated in clause 86 of the GTC, to enter into cooperation within the scope described in clause 86 with any of the entities mentioned in the preceding sentence, in respect of which the Contractor does not know whether they have awarded a transport order to the Principal which was subsequently entrusted to the Contractor, shall make a written enquiry to the Principal as to whether the Contractor is bound by the prohibition of acts of unfair competition in relation to that entity. If the Principal does not respond within 7 working days, the Contractor shall be relieved of the obligation described in paragraph 86 in respect of the subject of the enquiry.
88. A person having a personal or capital relationship with the Contractor is considered to be:
- a. any entity holding more than 10% of the Contractor's capital,
  - b. any entity in which the Contractor holds more than 10% of the shares,
  - c. entities that are partners with the Contractor in a partnership,
  - d. entities that are partners of the Contractor that is a partnership,
  - e. members of the bodies of the Contractor which is a corporation,
  - f. ascendants and descendants, siblings and affinities to the first degree of the Contractor, as well as any of the entities described above,
  - g. any entity in which the persons referred to in points (e) and (f) hold more than 10% of the share capital in the instance of capital companies, in which those persons are partners in the case of partnerships, or in which those persons are founding members or members of the organs.
89. For breach by the Contractor of the obligation specified in clause 86, the Contractor shall be liable to pay to the Principal a contractual penalty of EUR 100,000 for each infringement, payable within 7 days of the event justifying the obligation to pay the contractual penalty (breach of this clause 86 of the GTC).

#### XVII. Liability and contractual penalties

90. In the event that the Contractor is notified by the Principal or a court of the commencement of legal proceedings involving the Principal, the subject of which is the correctness of the performance of the obligations relating to the carriage performed by the Contractor or liability for damage arising from such carriage, the Contractor shall be obliged to intervene in such proceedings as a side-intervener on the side of the Principal. In the event of a breach of the above obligation, the Contractor shall be liable to pay a contractual penalty of EUR 10,000.
91. The Contractor shall be liable to the Principal for any damage suffered by the Principal as a result of the Contractor's breach of their obligations under 29. In particular, the Contractor shall be obliged to reimburse the Principal for any dues with which the Principal has been charged by the competent customs authorities as well as by others due to the Contractor's breach of duty.
92. The Contractor shall be liable to the Principal for failure to comply with the regulations referred to in 4. In particular, the Contractor shall be obliged to reimburse the Principal for any amounts charged to the Principal by the competent authorities and also by other entities due to the Contractor's failure to comply with the regulations.
93. Notwithstanding the entitlement to impose contractual penalties under the terms of 94, in the event of non-performance or improper performance of the Contract by the Contractor or withdrawal from the Contract by the Principal for reasons attributable to the Contractor, the Principal 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 the costs thereof.
94. The Contractor shall be obliged to pay to the Principal a contractual penalty in the amount of gross freight, payable within 7 days of the event justifying the obligation to pay the contractual penalty (breach of the provisions of the GTCs indicated below) in the event of:
- a. late arrival of the vehicle at the place of loading
  - b. failure to park the vehicle at the place of loading
  - c. failure of the Contractor to fulfil their transport obligations
  - d. failure to take over all or part of the cargo for reasons attributable to the Contractor
  - e. withdrawal from the Contract by the Principal for reasons attributable to the Contractor
  - f. breach by the Contractor of any of the obligations expressed in clauses 8-16, 19 - 21, 26, 28-33, 35-49, 51-55, 57-63, and 72-77 with the proviso that a penalty may be imposed separately for each infringement
  - g. the declaration made by the Contractor under point 18(a) – (g) proves to be untrue,
  - h. the provision by the Contractor of untruthful information on the performance of the Contract of Carriage, in particular as regards the location of the vehicle, the circumstances in which the goods were damaged or delayed
95. In the event of a late arrival of the vehicle at the place of unloading, the Contractor shall be obliged to pay a contractual penalty to the Principal:
- a. in the event of domestic carriage, of twice the gross freight rate;
  - b. in the event of cabotage transport, of three times the gross freight.
- payable within 7 days of the event justifying the obligation to pay the contractual penalty, i.e. the date of unloading resulting from the provisions of the Contract of Carriage concluded between the Principal and the Contractor.
96. The total amount of contractual penalties under the provisions of 94 for one order may not exceed three times the gross freight. If the Contractor is charged with a contractual penalty for several breaches, the Principal is not obliged to indicate in what proportion the penalties for the individual breaches make up the penalty charged to the Contractor, and the penalty is due if it is not higher than the sum of all contractual penalties due for the individual breaches. Otherwise, the penalty shall be reduced accordingly.
97. In the event of duties of deed, the Contractor shall be obliged to prove that the duty has been performed, and the Principal shall be entitled to impose a contractual penalty in any instance because the Contractor fails to provide evidence of the performance of the duty.
98. In the event of non-performance of the Contract by the Principal, in particular if the goods are not available for loading, the Principal shall be liable for the Contractor's documented damage, such liability not to exceed EUR 100. This amount does not constitute a contractual penalty, but only the limit of the Principal's liability.
99. The Contractor's obligation to pay liquidated damages as stipulated in the Contract of Carriage between the Principal and the Contractor and the GTC is independent of the occurrence of damage and does not exclude the assertion of supplementary damages on general principles. If the Principal 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 Principal 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.
100. The Contractor's liability for compliance with the obligations provided for in the Contract of Carriage with the Principal and these GTCs is strict liability and is excluded in the event of force majeure or the exclusive fault of the Principal.
101. Employees of the Principal shall not be entitled to recognise any claims of the Contractor against the Principal or to recognise the liability of the Principal against the Contractor in any respect, unless they present a specific written power of attorney granted by a person authorised to represent the Principal disclosed in the Register of Entrepreneurs of the National Court Register.
102. The Contractor shall pay the costs of reasonable legal assistance to the Principal in connection with the Contractor's performance of the concluded Contract of Carriage. In particular, assistance provided in respect of:
- a. the assertion of legitimate claims against the Contractor for performance or for non-performance or improper performance of the Contract
  - b. defence against unjustified claims by the Contractor
- The Principal's costs referred to above shall also include the costs of litigation, including legal representation in court proceedings to the extent that they have not been awarded against the Contractor. The Principal's reasonable costs shall include the remuneration of the Principal's advisors and attorneys paid by the Principal, unless the Contractor demonstrates that, considering market rates and workload, the remuneration is grossly excessive. In the event that the claims referred to in this clause 103(a) and (b) prove to be partially justified, the Contractor shall be obliged to pay the Principal's costs in the proportion in which the Principal's position ultimately proves to be justified.
103. The Contractor's breach of the obligations expressed in clause 29-32 excludes any liability of the Principal for damages incurred by the Contractor as a result of the carriage, in particular penalties imposed on the Contractor, costs of stopping vehicles and benefits lost by the Contractor.
104. The Parties acknowledge that the term gross negligence of the Contractor includes, in particular, such conduct and omissions of the Contractor as:
- a. failure to comply with road safety rules,
  - b. the use of a subcontractor despite the lack of consent from the Principal,
  - c. failure to check the subcontractor in accordance with the GTC requirements,
  - d. breach of an obligation under the law or the contract and these GTCs to request instructions from the Principal
  - e. failure to comply with the Principal's instructions
  - f. departure from the place of unloading without the consent of the Principal
  - g. failure to take action to mitigate the damage,
  - h. breach of contractual provisions and these GTCs with regard to the parking of the vehicle and securing the goods against theft
  - i. driving by persons without the proper authorisation and under the influence of alcohol or other drugs
  - j. failure to verify the content of the consignment note, the condition of the goods and their packaging,
  - k. commencement of carriage in spite of awareness of improper stowage, securing or packaging of the goods or in the inability to adequately secure the goods for carriage,

## **XVIII. Settlements**

105. Due to the fact that in the event of damage caused by the Contractor to the Principal, the principal method of redressing the damage is to deduct the Principal's claims from the Contractor's receivables, in the event that the Principal files a claim for improper performance of the Contract of Carriage, the time limit for payment of 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 120 days counted from the due date of the liability in question. The suspension shall also apply to freight resulting from other contracts of carriage performed by the Contractor on behalf of the Principal, insofar as these GTCs apply to them. If the Contractor demonstrates that the amount of the Principal's potential claims is less than the amount of the freight for which payment would be suspended, the suspension shall apply only to that part of the freight corresponding to the amount of the Principal's potential claims.
106. The Contractor agrees to set off any claims of the Principal against the Contractor's remuneration for services rendered and any other claims the Contractor has against the Principal, whereby the claims of the Principal 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 Principal. In the event that the Principal has claims against the Contractor expressed in a foreign currency and the Contractor has claims against the Principal in Polish currency or another foreign currency, the Principal shall also be entitled to make a deduction statement and the conversion of the Principal'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 Principal makes the deduction statement (before this statement is delivered to the Contractor).
107. The Contractor shall not be entitled to assign (cede) to another entity the receivables to which they are entitled in respect of the Principal on any account, in particular in respect of the carriage performed and the 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 the prevention of excessive delays in commercial transactions. In particular, it is not permissible to make an offer to conclude an assignment agreement, including by publishing an advertisement on a debt exchange.
108. In the event of a breach by the Contractor of the provisions of para. 108, in particular in the event of submitting receivables for sale on a debt exchange, the Contractor shall be obliged to pay to the Principal the contractual penalty indicated in clause 83 or 84 of the GTCs, depending on the prerequisites of which act prohibited by the provisions of the GTCs the Contractor's action fulfils. The contractual penalties shall be cumulative in the event of the conclusion or offer to conclude claims arising from several titles.
109. The amount agreed in the order is final, and includes all costs associated with the carriage, such as oversize cargo permits, ferry costs, pilotage, EX opening costs, customs clearance costs, escort costs, etc. Other claims for fees incurred will not be considered except as agreed in advance with the Principal and on the basis of 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 their remuneration. If, for reasons attributable to the Contractor, in particular in the event that the Contractor loses their status as an active VAT taxpayer, the Principal loses the right to deduct the VAT contained 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 an amount equivalent to the VAT that cannot be deducted. This receivable will be deducted from the Contractor's remuneration.

## **XIX. Contract conclusion and amendment**

110. The Contract of Carriage is concluded on the basis of a transport order submitted to the Contractor by the Principal when the Principal receives from the Contractor a confirmation of acceptance of the order for execution.
111. Confirmation shall be made in documentary form, i.e. by e-mail, fax, text message, instant messenger, web portal to the number/address indicated in the order or by any other means enabling the person making the declaration to be identified.
112. Any action taken to undertake a transport order shall be deemed equivalent to an acknowledgement of acceptance of the order for execution under the conditions specified therein.
113. The order may only be accepted without reservations - with regard to these conditions, the application of Article 681 of the Civil Code is excluded. The Contractor may not accept an assignment on condition or subject to a time limit.
114. If an order form sent to the Principal by the Contractor with deletions, amendments or reservations is returned to the Contractor by the Principal, the deletions, amendments and reservations shall be deemed ineffective and the offer accepted without reservation.
115. In the event that the Contractor sends a counter-offer to the Principal in response to an offer of assignment sent to the Contractor by the Principal, the Principal stipulates that such an offer is not subject to the Principal's tacit or implied acceptance and that its acceptance must be confirmed unequivocally and explicitly in each instance by clearly indicating the Principal's accepted terms and conditions to the Contractor. Such acceptance must be given in documentary form on pain of nullity.
116. The contents of the order and these general terms and conditions constitute the entire agreement on mutual rights and obligations, and prior negotiations on the content of the Contract have no legal significance.
117. Any changes and additions to the contract must be made in documentary form under pain of nullity, with the proviso that changes and additions to the provisions of points 23-27, 65, 101 and 107-108 of the GTC and changes to the place of delivery must be made in writing under pain of nullity and may only be made by the Principal or a person holding a written special power of attorney from the Principal.

## **XX. Withdrawal from and termination of the Contract**

118. The Principal has the right to withdraw from the Contract without stating reasons no later than before the scheduled loading date, where the Contract stipulates a specific time period for loading, withdrawal may occur no later than the end of this time period.
119. The Principal, notwithstanding their 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 instances:
- if the Contractor declares that they will not perform the Contract according to the terms and conditions specified therein; this shall also apply to the period before the deadline for the loading of the vehicle arrives,
  - delays by the Contractor in placing the vehicle for loading.
  - the loading of a vehicle which is not in conformity with the contract or which does not meet the requirements indicated in the GTC,
  - in the event that the Contractor becomes aware of a breach of the provisions of 28 and 74.
120. The Principal may also exercise the right under 120.b) and c) before the deadline for the vehicle to be ready for loading if the facts indicate that the Contractor will not be able to be ready for loading on time.
121. 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 carriage performed.
122. Withdrawal from and termination of the Contract shall be in documentary form on pain of nullity.

## **XXI. Data protection**

123. Personal data will be processed by the Principal as the Controller on the following basis:
- The Principal, as the Controller, shall process the personal data provided by the Contractor in concluding and performing this Contract for the following purposes:
    - for purposes related to the performance of the Contract concluded with the Contractor – on the

basis of Article 6(1)(b) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR);

- if necessary to assert or protect against claims arising from the Contractor's performance of the Contract – on the basis of Article 6(1)(f) of the GDPR – legal protection of the Controller;
  - to fulfil the Controller's legal obligations under the Accounting Act – on the basis of Article 6(1)(c) of the GDPR; for the purpose of marketing the Principal's own services – on the basis of Article 6(1)(f) of the GDPR;
  - for the purpose of offering new orders (new loads) – on the basis of Article 6(1)(b) and (f) of the GDPR.
- 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 event of data provided during the period of execution of the Contract concluded between the Parties.
  - 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.
  - The Contractor has the right to access, rectify, erase or restrict processing of their own personal data and the right to data portability.
  - 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.
  - 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 conclusion of legal disputes concerning these claims and the expiry of the legal obligation to store the data).
  - When transferring third-party data to the Principal 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 Principal.
  - The Contractor declares that, prior to the transfer of personal data, they will fulfil their duty of information towards the persons whose data they provide, the transfer of which 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 they cooperate in the performance of the Contract concluded between the Parties.
  - The data will be transferred to entities with which the Controller cooperates in the performance of this Contract, 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.
  - The Controller of the personal data is the Principal.

## **XXII. Final provisions**

124. In matters not covered by this Contract, the relevant provisions of Polish law shall apply, and in the instance of international carriage additionally the CMR Convention, and in the instance of cabotage carriage the regulations of the country in which the cabotage carriage is performed with regard to:
- the rules for the performance of the Contract of Carriage
  - the carrier's liability for damage to or delay in delivery of a consignment,
  - the statute of limitations for claims against the Contractor provided that the provisions of Polish law shall apply in respect of:
    - limitation period for the Contractor's claims for payment of remuneration for cabotage operations,
    - the rules for setting off reciprocal debts
    - the possibility of imposing contractual penalties.
125. The invalidity of any of the provisions of these GTCs shall not result in the invalidity of the entire contract of which the GTCs are an integral part.
126. The competent court for disputes that may arise from the conclusion or performance of the Contract of Carriage, of which the GTCs are an integral part, shall be the common court having jurisdiction over the registered office of the Principal.
127. These terms and conditions constitute a work in the sense of copyright law and are therefore subject to protection, in particular against copying and dissemination, as well as use for personal use without the consent of the right holder.