

**GENERAL TERMS OF CARRIAGE**  
**ALKLA SP. Z O.O.**  
**(version 2.0 effective from 24.03.2025)**

**I. GENERAL TERMS**

1. These General Terms of Carriage apply to the parties to the contract for the carriage of goods concluded by ALKLA sp. z o.o., headquartered in Wrocław, with the carrier performing the transport on behalf of the Principal.
2. By entering into a contract with the Principal, the Carrier declares that they have read these General Terms of Carriage and agree to provide services based on the provisions of these General Terms of Carriage and undertake to comply with them.
3. Definitions:
  - a) Driver – a natural person operating a vehicle and performing the carriage,
  - b) Guarded Area – a designated area, monitored 24/7, illuminated at night, and equipped with devices restricting entry and exit,
  - c) GTC – these General Terms of Carriage applicable within the Principal's company, constituting an integral part of the carriage contract concluded between the Principal and the Carrier,
  - d) Employee – a natural person employed by the Carrier under an employment contract or a civil law contract,
  - e) Shipment (Goods) – items accepted for transport by the Carrier under the terms of the carriage contract,
  - f) Carrier – an entrepreneur engaged in commercial road transport of goods, carrying out the transportation of the shipment on behalf of the Principal based on a concluded carriage contract and in compliance with the licenses and permits required by the Road Transport Act and other legal regulations regarding road transport of goods,
  - g) SDR (Special Drawing Rights) – a monetary unit created by the International Monetary Fund,
  - h) Means of Transport (Vehicle) – a vehicle or a set of vehicles, i.e., a truck without a trailer or with a trailer, a tractor unit with a semi-trailer, at the Carrier's disposal (owned by them or subject to lease, rental, or other contractual rights)
  - i) Contract – the carriage contract concluded between the Principal and the Carrier, based on the transport order accepted by the Carrier without modifications or reservations, or based on a counteroffer from the Carrier accepted by the Principal in document form under pain of nullity,

- j) Principal – ALKLA spółka z ograniczoną odpowiedzialnością, headquartered in Wrocław, address: ul. Braniborska 14, 53-68 Wrocław, REGON: 388023606, NIP: 8982263158, KRS 0000880391.

## II. REQUIREMENTS FOR THE CARRIER

4. The Carrier is obligated to comply with the laws in force in the country where the services for the Principal are being performed and in the territory where their vehicle is located at any given time. This includes compliance with all regulations applicable to carriers, particularly Regulation (EC) No. 1072/2009 of the European Parliament and of the Council, Regulation (EC) No. 561/2006 of the European Parliament and of the Council, and transport law. For international transport, this includes compliance with the CMR Convention, and for cabotage transport, compliance with the laws of the host country and the national regulations of EU member states regarding the posting of workers in the context of service provision, including minimum wage laws. This especially pertains to obligations related to determining the wages owed to the Driver and ensuring payment, as well as other requirements incumbent on an employer posting workers to another country. If the execution of the order is entrusted to a subcontractor, the Carrier declares that they will obligate the subcontractor to adhere to the regulations governing minimum wages as specified above and shall bear full responsibility for the subcontractor's compliance with these regulations. In the event of a violation of the provisions or obligations mentioned above, the Carrier is obligated to indemnify the Principal against any liability. The Principal shall not bear responsibility for any penalties arising from non-compliance with these regulations.
5. The Carrier is obligated to maintain Motor Vehicle Liability Insurance for the means of transport used for the transport and to hold Carrier's Liability Insurance covering the territorial scope of the transport being performed, appropriate for the type of transport activity (domestic and/or international transport and/or cabotage transport within EU countries). The insurance must include full coverage, which shall mean:
- a) coverage by the insurer for damages resulting from robbery, theft with assault, and theft outside guarded parking lots,
  - b) coverage by the insurer for damages other than to the shipment's substance, resulting from delays in delivery,
  - c) coverage by the insurer for damages occurring during loading or unloading,
  - d) no exclusions regarding the type of goods accepted for transport,
  - e) liability for damages caused by subcontractors,
  - f) no exclusions concerning the territorial scope where transport is to be performed (including cabotage, if applicable).

The insurance must cover the transport of the specific type of goods and remain valid for the entire duration of the service. The scope of insurance must protect against damages to shipments accepted for transport in the countries through which the transport is performed, where the

shipment is delivered, or where cabotage transport is executed. The insurance coverage amount must at all times correspond to the value of the goods accepted for transport and must not be lower than the maximum carrier liability for damages as specified in Articles 65–70 and 80–85 of the Polish Transport Law and/or Articles 17, 23, and 25 of the CMR Convention. For cabotage transport, the insurance must comply with the regulations of the country where the transport is executed, with the stipulation that the insurance amount must not be less than EUR 250,000 in any case.

6. The Carrier is obligated to hold the necessary licenses and permits for the transport activity, including international transport if the order involves a foreign route. This requirement also includes obtaining all necessary authorizations for performing specific types of transport and other documents required for executing the order and carrying out the transport.
7. Acceptance of the order for execution is tantamount to confirming that the Carrier is an authorized carrier.

### **III. REQUIREMENTS FOR THE VEHICLE**

8. The Carrier is obligated to provide a technically sound vehicle that complies with EU standards for the collection of the shipment subject to the transport agreement, meeting the following conditions:
  - a) compliance with TAPA security requirements,
  - b) compliance with at least EURO 5 standards or any replacement emission standards applicable in the EU and European Economic Area for trucks used in transports commissioned by the Principal,
  - c) suitability for the transport of the goods specified in the order (this applies particularly to oversized transports),
  - d) a sealed, dry, and clean cargo compartment both inside and out, free of odors, contaminants, pests, or substances that could negatively affect the shipment or its safety during transport. At the request of the Principal, the Carrier is required to provide a certificate confirming the cleaning of tanks, shipment drainage pipes, pumps, etc.,
  - e) for a tarp-covered truck, the vehicle must have at least four boards per side,
  - f) equipped with the securing means described in points 10–12.
8. The Carrier is obligated to maintain all necessary documentation confirming the operational condition of the vehicle for the transport in question, including documents verifying up-to-date technical inspections. Should the Carrier fail to meet any of the obligations described in point 8, the Carrier is required to provide a substitute vehicle, at their own expense, that complies with the requirements set forth in the General Terms of Carriage of Order Execution (GTC).
9. The Carrier is required to equip vehicles used for transport ordered by the Principal with:
  - a) in the case of a refrigerated truck - at least four tension poles,

b) in the case of a tarp-covered truck:

- at least 6 securing straps (minimum 500 daN) for vehicles up to 3.5 tons GVW,
- at least 25 securing straps (minimum 500 daN) for vehicles over 3.5 tons GVW,

c) a complete set of 8mm anti-slip mats covering the entire cargo area,

d) 32 corner protectors and angle brackets,

e) means to secure the cargo against theft and unauthorized access to the vehicle, as well as against its use for smuggling persons or goods, including padlocks, customs cables, and seals,

f) four stanchions and chains for securing steel coils in the case of Coilmulde trailers.

10. All shipment and vehicle securing means must be certified and comply with safety standards. If appropriate securing means are not available during loading, the Carrier may be charged the cost of purchasing the missing items, without excluding the Carrier's liability for damages arising from the lack of securing means required by the Principal for the shipment and vehicle.

11. For the transport of electronics, tobacco products, tires and automotive parts, pharmaceuticals, food products requiring constant temperature, hazardous goods, motor vehicles, or high-proof alcohols, the transport vehicle must be equipped with a GPS satellite navigation system with monitoring capabilities accessible through a monitoring station.

12. If the details contained in the order indicate, or if the Carrier, exercising due diligence, could independently determine, that the execution of the transport requires obtaining a permit for an oversized transport, the Carrier is obligated to obtain such a permit at their own expense unless otherwise stated in the order.

#### **IV. REQUIREMENTS FOR VEHICLE CREW**

14. The crew of the vehicle performing the transport must meet the following requirements:

- a) All drivers must hold the qualifications, including those required by applicable regulations, necessary for the proper execution of the transport ordered by the Principal.
- b) All drivers must have a command of an appropriate foreign language sufficient for communication at the loading and unloading sites, particularly to understand the content of transport documents and any objections raised at the loading and unloading sites, to verify such objections, and to raise such objections themselves if necessary. If the drivers lack these language skills, they must have access to assistance from individuals fluent in the relevant foreign language (including remote assistance) and utilize this assistance when necessary.

- c) All drivers must regularly participate in training sessions conducted by the Carrier on procedures for preventing the smuggling of persons and goods, as well as on securing the vehicle against unauthorized access.
15. Regardless of the number of drivers specified in the order, the Carrier is obligated to provide a vehicle crew sufficient to ensure that the shipment reaches the recipient within the designated timeframe and in compliance with regulations governing drivers' working hours.

## **V. CABOTAGE TRANSPORTS**

16. In the case of cabotage transport, the Carrier is obligated to comply with the time limits and other requirements set forth in Regulation (EC) No. 1072/2009 regarding the eligibility to perform cabotage transport and to maintain the required insurance coverage. Should it be determined that the vehicle designated in the cabotage transport order is unable to perform the transport due to the provisions of the aforementioned regulation, the Carrier must perform the transport with another vehicle.
17. The Carrier's liability in cabotage transports is defined as follows:
- a) For cabotage transports carried out in Germany or France, the Carrier's liability for damage to the shipment or delay is limited to the following amounts (except in cases of willful misconduct or gross negligence by the Carrier or persons acting on their behalf or at their direction):
    - In Germany: up to 40 SDR per kilogram in the case of damage to the shipment and up to three times the freight charge in the case of delays in delivery.
    - In France: up to 20 SDR per kilogram for damage to a shipment weighing less than 3 tons, up to 12 SDR per kilogram for damage to a shipment weighing at least 3 tons, and up to the amount of the freight charge in the case of delays in delivery.
  - b) For cabotage transports carried out in Italy, the Carrier's liability is not limited.
  - c) For cabotage transports carried out in other countries, the Carrier's liability for damage is limited to the maximum amount permitted under the legal regulations applicable in the country where the transport was performed.

## **VI. DECLARATIONS OF THE CARRIER**

18. By accepting the transport order, the Carrier declares that:

- a) It complies with the regulations referred to in Clause 4, and all its employees receive remuneration in accordance with the applicable laws of the country, including the European Union member state, where the transport order is performed.
- b) It authorizes the Principal to verify the truthfulness of the declaration specified in Clause 18(a), in particular by requesting the provision of relevant information and documents, and undertakes to present all necessary documents to confirm these obligations upon any request from the Principal or relevant authorities of the state where the transport order is performed, no later than within two business days of receiving the request.
- c) It holds appropriate insurance in accordance with the conditions set out in Clause 5 and authorizes the Principal to contact, on its behalf, the insurer with whom the insurance contract has been concluded, particularly to confirm the information provided by the Carrier.
- d) It has experience in providing transport services similar to those entrusted to it by the Principal.
- e) It has vehicles suitable for carrying out the order and meeting the requirements set forth in these General Terms of Carriage of Order Execution (GTC).
- f) It employs drivers with the necessary qualifications to properly perform the transport ordered by the Principal, including those meeting the requirements set forth in these GTC
- g) It complies with the requirements regarding the rules of performing cabotage transport, particularly having the capability to perform the assigned cabotage transport and holding appropriate cabotage insurance.
- h) It acknowledges that all transport-related data, such as the details of the sender, recipient, the Principal's contractor, routes, and freight rates, constitute the Principal's trade secrets.
- i) It waives all claims arising from Articles 5, 8, 10(1) and 10(2) of the Act of March 8, 2013, on counteracting excessive delays in commercial transactions, which it may have against the Principal in connection with events occurring before the conclusion of any agreement to which these GTC apply.
- j) It waives all claims for remuneration for transport against the party commissioning the transport to the Principal under French law.
- k) It assumes full responsibility for compliance with the national laws of the country where the transport order is performed, including the obligation to cover any fines, claims, court costs, and legal service costs.

## **VII. CARRIER DOCUMENTATION**

19. The Carrier is obligated to provide the Principal with the following documents immediately after the conclusion of the agreement, but no later than on the day of its conclusion, as well as upon any request from the Principal, within three years from the date of the agreement's conclusion:
  - a) a motor vehicle liability insurance policy (including for the trailer) concerning the vehicle to be used for the transport, a carrier liability insurance policy, or an insurance agreement along with the general Terms of Carriage applicable to these policies;

- b) a written certificate of the insurance company's confirmation of the policy's validity, issued no more than 14 days prior to its presentation (applicable to the first order received from the Principal during the validity period of a given policy);
  - c) documents confirming the conduct of business activity, such as a certificate of registration in the business activity registry or an extract from the CEIDG or KRS, as well as a VAT-EU certificate; for foreign carriers, equivalent documents confirming registration of business activity in the country where their headquarters are located;
  - d) the decision granting the NIP number and the decision granting the REGON number;
  - e) a permit to perform the profession of road carrier (in the case of orders for domestic transport);
  - f) a license to perform international transport (in the case of orders for international transport);
  - g) vehicle details for the transport, including registration numbers;
  - h) details of the driver(s) performing the transport, including their full name and ID card number;
  - i) a copy of the document confirming the notification to the appropriate authorities regarding the posting of the driver(s) performing the transport (in cases where the transport is subject to French minimum wage and worker posting regulations);
  - j) a valid ATP certificate if the transport concerns goods requiring such a certificate.
20. If the Carrier fails to provide the documents described in Clause 19 immediately after the conclusion of the agreement, but no later than on the day of its conclusion, the Principal is entitled to withdraw from the agreement due to the Carrier's fault without the need for a prior request for performance. The Principal may exercise the right to withdraw from the agreement within six months from the date of the agreement's conclusion.
21. If the Carrier uses the services of a subcontractor, the Carrier is obligated to provide the Principal, on the day of concluding the agreement with the subcontractor, with the documents listed in Clause 19 concerning the subcontractor. If the Carrier fails to provide these documents within this period, the Principal is entitled to withdraw from the agreement due to the Carrier's fault without the need for a prior request for performance. The Principal may exercise the right to withdraw from the agreement within six months from the date of the agreement's conclusion.
22. The failure of the Carrier to fulfill the obligations outlined in Clause 19(h) and 19(i) does not affect the Carrier's obligation to comply with the provisions of Clauses 14 and 15.

## VIII. DOWNTIME

23. Subject to the remaining provisions of the GTCOR, the Carrier is entitled to a downtime fee of 100 EUR for international transport and cabotage, and 150 PLN for domestic transport within Poland, for each commenced 24-hour period of downtime, subject to Clauses 24 and 25 below. The downtime fee constitutes a contractual penalty governed by Article 483 et seq. of the Civil Code, which precludes the Carrier from asserting any additional claims in this regard, including compensation exceeding the contractual penalty or reimbursement of costs incurred due to downtime. The basis for calculating the downtime fee may only be entries in the downtime log



confirmed by the person performing the loading, customs clearance, or unloading. The transport execution time accounts for the downtimes referred to in Clause 25 and is extended by the indicated period, and the failure of the consignee to collect the shipment within this extended time is not considered an obstacle to the delivery of the shipment.

24. The entitlement to a downtime fee is conditional upon the cumulative fulfillment of the following requirements:
  - a) The Carrier documents the downtime and its duration during loading and unloading activities using a downtime log confirmed by the loader or unloader, respectively;
  - b) The Carrier promptly informs the Principal of any delays in loading or unloading at the time of their occurrence and the reasons for such delays;
  - c) The downtime arises from reasons other than those described in Clauses 25 and 26.
25. The following downtimes are exempt from downtime fees:
  - a) the first 24 hours of downtime for loading and separately 24 hours of downtime for unloading (48 hours for loading and 48 hours for unloading in non-EU countries),
  - b) Downtime occurring on Saturdays, Sundays, and local public holidays, as well as statutory non-working days at the place of loading or unloading, and/or due to reasons attributable to the Carrier;
  - c) Downtime at state borders, customs offices, or due to reasons attributable to the customs office;
  - d) Downtime occurring on days with restricted movement of heavy goods vehicles.
26. The Carrier is obligated to perform the transport of the shipment without unjustified interruptions. Interruptions to transport are prohibited except for reasons expressly provided for in these GTC or justified under applicable legal provisions. In particular, the Carrier may not interrupt transport based on a demand for payment by the Principal or the expectation of such payment.
27. Any amendments to the provisions of points 23-26, as well as those of point 65, particularly regarding an increase in the amount of remuneration or contractual penalties owed to the Carrier due to delays, must be made in writing under penalty of nullity and require action by the Principal personally or based on specific written authorization granted by the Principal. It is expressly stipulated that any amendments to the agreement, particularly those concerning remuneration or contractual penalties owed to the Carrier, will be deemed invalid if they result from the Carrier's threat not to follow the Principal's instructions or refusal to perform the agreement, especially the delivery of goods and enabling their unloading, without an increase in the amount of remuneration.

## **IX. GENERAL RULES FOR TRANSPORT PERFORMANCE**



28. The Carrier is strictly prohibited from reloading, adding cargo, or presenting for loading any vehicle containing any cargo, as well as transporting shipments belonging to third parties simultaneously with the transport performed for the Principal, without obtaining prior written consent from the Principal under pain of nullity.
29. The Carrier is obligated to comply with applicable customs regulations, particularly with respect to the obligation to carry out customs clearance when crossing a customs border, properly execute customs procedures, and maintain appropriate documentation, regardless of whether such an obligation is specified in the transport order.
30. For transport through the territory of United Kingdom and Ireland, the Carrier is obligated to develop and adhere to procedures to protect cargo from unauthorized access to the cargo space by third parties and to prevent smuggling of goods, in accordance with the recommendations of the relevant authorities, particularly the British Border Force.
31. The Carrier is obligated to ensure at the loading site:
  - a) The type of goods to be transported;
  - b) Whether the transport of the goods is subject to the regulations of the Act of 9 March 2017 on Monitoring the Road and Rail Transport of Goods and Trading in Heating Fuels, or any legislation replacing it, particularly considering the nature of the goods being transported;
  - c) Whether the transport to, from, or through the territory of Germany does not include coffee;
  - d) Whether the shipment contains dangerous goods, specifically by checking if the transport document or packaging refers to ADR regulations or displays markings for dangerous goods;
  - e) Whether the shipment constitutes waste requiring appropriate permits for transport or whether such transport is prohibited, and if it does constitute waste, whether it matches the waste category and complies with the documentation;
  - f) Whether the shipment includes excise goods, particularly alcohol or cigarettes;
  - g) Whether the shipment is intended for delivery to or pickup from Romania.
  - h) whether the shipment to be transported is to be delivered to the territory of the United Kingdom
32. If the Carrier identifies circumstances described in Clause 31 points b-g, which were not previously disclosed by the Principal, the Carrier is obligated to immediately notify the Principal and await appropriate instructions. Additionally, the Carrier must comply with applicable legal obligations if instructed to continue transport. Specifically, if the transport of goods is subject to the Act of 9 March 2017 on Monitoring the Road and Rail Transport of Goods and Trading in Heating Fuels, the Carrier must complete the registration before commencing the transport and update the data as required by the provisions of the Act, including Articles 5 and 8. If the Carrier delegates this responsibility to another entity, including the Principal or the Principal's employee, the Carrier must verify that the registration contains all necessary and updated information.
33. The Carrier is obligated to adhere to the following principles for specific types of transport:
  - a) For temperature-controlled transport:

- if required by applicable regulations, hold a valid and up-to-date ATP certificate;
- use a means of transport manufactured no earlier than 2013, equipped with a technically efficient refrigeration unit and a fully operational, regularly serviced, and calibrated thermograph/temperature recording device, or – in the case of cargo transported in tankers – a thermostat.
- Verify that the transport temperature specified in the consignment note matches the temperature indicated in the transport order. Any discrepancies must be reported to the Principal without delay;
- Pre-cool the vehicle to the required temperature before loading and maintain the specified temperature throughout the transport;
- Prepare a printout from the thermograph before loading to confirm the set temperature and vehicle readiness, record the temperature of the loaded goods, and document this in the consignment note. Any discrepancies must be immediately reported to the Principal;
- Avoid turning off the vehicle engine during stops when the refrigeration unit depends on it for power;
- Connect the refrigeration unit to an external power source during stops if required;
- Set the refrigeration unit to continuous operation at the mid-range value of the specified temperature range if no exact temperature is provided;
- Provide a digital printout of the trailer temperature throughout the transport, detailing date, time, and temperature with intervals not exceeding 30 minutes. Retain this data with tachograph records for at least one year;
- Immediately provide temperature printouts for the entire transport period in case of any claims noted on transport documents, submitting them via email or fax within one day of unloading;
- Pay a contractual penalty of 100 EUR if the thermograph printouts are not submitted by the specified deadline. Late submissions within 14 days are subject to a reduced penalty of 15 EUR.

b) For the transport of dangerous goods under the ADR Agreement:

- Comply with the ADR Agreement and national laws governing the road transport of dangerous goods applicable at the loading location;
- Employ crew members holding valid ADR training certificates;
- Use fully operational transport vehicles equipped with proper markings and required safety equipment;
- Appoint a safety advisor for the transport of dangerous goods;

- Verify that dangerous goods comply with ADR requirements and ensure all necessary information and documentation is provided by the consignor before transport;
- Conduct a visual inspection to detect any leaks, damage, or deficiencies before transport;
- Notify the Principal immediately of any non-compliance with ADR requirements and suspend transport until such issues are resolved;
- For ADR-exempt transports, ensure crew members are trained according to ADR chapters 1.3.1 and 8.2.3 and Article 14 of the Act of 19 August 2011 on the Transport of Dangerous Goods.
- Maintain insurance coverage specifically for the transport of the type of dangerous goods in question.

c) For international transport involving Romania:

- Obtain a UIT number from the Principal for each shipment before crossing the Romanian border;
- Do not cross the Romanian border without the UIT number or explicit written instructions from the Principal;
- Halt at the Romanian border if the UIT number or instructions are not provided and notify the Principal immediately for further instructions;
- In the event of a delay at the border, clause 23-26 of the GTC shall apply.

d) In the case of international transport where the shipment is to be delivered to the territory of the United Kingdom, and for transport from outside the European Union also to the territory of Northern Ireland:

- The Carrier is obliged to comply with the Safety & Security regulations applicable in the United Kingdom, particularly by timely completing the Entry Summary Declaration.
- If the Carrier does not possess the necessary shipment information required to fulfill the above obligations, particularly for completing the Entry Summary Declaration, they must contact the Principal and request the required information immediately upon obtaining details about the shipment, but no later than at the time of loading the shipment and receiving the transport documents.
- In the event of a delay at the border, clause 23-26 of the GTC shall apply.

## **X. OBLIGATIONS RELATED TO THE LOADING OF SHIPMENTS**

34. The Carrier is obliged to timely position the vehicle for loading at the time and place specified by the Principal in the transport order. In the event of failure to comply with this obligation, the Carrier shall pay the Principal, within 7 days from the date of the breach, a contractual penalty in the amount of:
  - a) for a delay in positioning the vehicle for loading – 100 EUR (in words: one hundred euros) for each commenced hour of delay, but not exceeding the full agreed gross freight rate;
  - b) for a total failure to position the vehicle for loading – the full agreed gross freight rate, but not less than 500 EUR (in words: five hundred euros).
35. At the place of loading, the driver must collect the documents necessary for the proper performance of the order, including but not limited to the consignment note, Lieferschein, Delivery Note, WZ document, invoices related to the loading, certificates, goods specifications, goods receipt, T-1 or T-2 document, EX, EUR, etc.
36. The Carrier is obliged to verify the consistency of the consignment note and other transport documents with the received transport order, particularly in terms of the type and quantity or weight of the goods, their features and numbers, as well as the visible condition of the shipment and its packaging, along with the address, company name, and recipient details. In case of any inconsistencies or inability to verify the documents, especially due to the driver's lack of language proficiency, the Carrier must refrain from commencing the transport and promptly contact the Principal for instructions on further actions.
37. The Carrier is obliged to ensure that the consignment note includes the details of the Carrier and, where applicable, its subcontractor as subsequent carriers, confirmation of receipt of the shipment for transport, vehicle details including registration numbers, and driver(s) details including their names and ID card numbers. If a container is provided for transport with the goods, the container number should also be included. Furthermore, unless stated otherwise in the specific conditions of the order, the gross freight rate owed to the Carrier for the transport must be indicated in the section for unpaid carrier charges. For transports of shipments with a declared value in the consignment note per Article 24 of the CMR Convention, the Carrier must ensure that the value of the goods is entered into the CMR consignment note upon receipt of the goods. For shipments with a declared special interest amount in the consignment note per Article 26 of the CMR Convention, the Carrier must ensure the entry of the amount of special interest in delivery in the CMR consignment note upon receipt of the goods.
38. The Carrier is obliged to verify the consistency of the goods with the transport documentation, particularly regarding the quantity, weight, characteristics, and numbers of the goods, as well as their condition, packaging, and readiness for transport, including the temperature of the goods if the transport is to occur under controlled temperature. In case of any objections in this regard, the Carrier must record the objections, along with justifications, in all copies of the consignment note before commencing transport, obtain confirmation of the objections from the shipper in the consignment note, and contact the Principal for instructions on further actions.
39. The Carrier is obliged to verify the correctness of the loading carried out by the shipper, including the placement and securing of the goods. If necessary, the Carrier must secure the goods to

prevent potential damage during transport. In case of any objections regarding the correctness of the loading or placement of the goods, the Carrier must record the objections, along with justifications, in all copies of the consignment note before commencing transport, obtain confirmation of the objections from the shipper in the consignment note, and contact the Principal for instructions on further actions. If it is determined that the goods cannot be effectively secured for transport, the Carrier must contact the Principal for instructions on further actions. The Carrier assumes liability for the correctness of the placement and securing of the goods during transport. Failure to provide information by the Carrier indicates that the loading was carried out without objections, and the Carrier assumes responsibility for the transported cargo.

40. The Carrier is obliged to ensure that the driver:

- a) wears and uses required protective clothing and footwear (including but not limited to protective footwear with steel toe caps, work gloves) as well as a reflective vest and other personal protective equipment (such as goggles, aprons, caps, disposable gloves, shoe covers), and disinfectant wipes at the loading and unloading locations;
- b) complies with internal regulations concerning behavior on the premises of the sender's and recipient's facilities;
- c) behaves courteously and professionally both at the loading and unloading sites and in their immediate vicinity.
- d) during the performance of transport, including loading and unloading, the is not under the influence of or after consuming alcohol or drugs. Additionally, the driver must submit to alcohol or drug testing at the loading or unloading site upon request.

41. If it is impossible to assess the consistency of the goods with the documentation, their condition, packaging, readiness for transport, or the correctness of the loading performed by the shipper, the Carrier must refuse to commence transport and immediately contact the Principal. If the Carrier can only assess the number of shipment items, they may commence transport after recording a respective note confirmed by the shipper's representative in all copies of the consignment note.

42. If the shipper prevents the Carrier from entering notes into the consignment notes as mentioned in clauses 37–39 and 41 or does not confirm their acceptance in the consignment note, the Carrier must refuse to commence transport and promptly contact the Principal for instructions on further actions.

43. Unless otherwise expressly stated in the transport order, the Carrier is not entitled to independently load or assist with loading. This does not apply in cases where the transport is carried out using a vehicle with a tail lift – in such cases, the Carrier performs loading activities from the moment the shipment is placed on the tail lift. The Carrier is, however, obliged to observe the loading process and report any concerns regarding the observed loading activities to the Principal. If the shipper prevents the Carrier from participating in the loading process as an observer, the Carrier must immediately inform the Principal via telephone and additionally through a text message. Should the Carrier subsequently be formally ordered by the Principal in a documented manner (under pain of invalidity) to perform loading activities, the Carrier must

ensure that the driver conducting these activities has the ability and skills necessary for their execution and has the appropriate loading equipment for the specific type of goods if required.

## **XI. TRANSPORT SECURITY**

44. The Carrier is obliged to perform transport exclusively on international and national roads (marked with one, two, or three digits), except for access roads to the loading and unloading sites and situations where it is not possible to use such roads, particularly due to detours or roadblocks established by the police or other law enforcement authorities (e.g., due to a road accident, other hazards, or force majeure).
45. The Carrier must take particular care to secure the vehicle and the shipment against burglary and theft, specifically by using an SBS BDL Trailer Door Lock with an Abloy PL358 padlock or an SBS PL 7000.
46. The Carrier is obligated to exercise due diligence in protecting the transported cargo and securing it properly during transport and stops, including not leaving the vehicle with the cargo unattended. It is prohibited to leave the vehicle unattended, which is understood as the driver physically leaving and abandoning the vehicle/trailer with the shipment in an unsecured location, in such a manner that, in the event of a damaging incident, the driver would be unable to respond immediately to prevent the damage or minimize its extent.
47. Unless otherwise specified in the transport order, in the case of transporting sensitive/special cargo requiring increased security during parking (standby), including alcoholic beverages (excluding beer), electronic equipment (including computer equipment, RTV/AGD appliances, and new cars), parking is permitted in the following locations:
  - a) Parking up to 60 minutes – a 24-hour gas station or truck parking areas (including Motorway Service Areas – MOP) located directly along a motorway/expressway, provided that the driver does not leave the station/parking area.
  - b) Parking longer than 60 minutes – For transport within the territory of Poland and outside Poland in countries other than those listed in point c) below – a guarded area (i.e., a designated, 24/7 monitored, nighttime illuminated area, equipped with entry/exit blocking devices) or, if the driver does not leave the vehicle, a 24-hour gas station.
  - c) Parking longer than 60 minutes – For transport in the following countries: Germany, the Netherlands, Belgium, Luxembourg, Denmark, Sweden, Finland, Norway, Austria, Switzerland, France, Spain, Portugal, Ireland, the Czech Republic, Lithuania, Latvia, Estonia – parking locations specified in point 48 for cargo other than sensitive/special cargo requiring increased security during parking

48. For cargo other than the sensitive/special cargo requiring increased security during parking (as specified in point 47), the Carrier is required to park the vehicle along with the cargo exclusively in the following designated locations:
- a) Guarded area – a designated, 24/7 monitored, nighttime illuminated area, equipped with entry/exit blocking devices.
  - b) Truck parking areas (including MOP) located directly along a motorway/expressway.
  - c) Truck-designated parking areas near a motel or hotel.
  - d) 24-hour gas station.
  - e) Parking areas near customs offices, border crossings, ferry terminals.
  - f) Parking locations indicated by the police or other authorized services.
  - g) Parking locations designated by consignees and shippers specifically for trucks.
49. Regardless of the type of cargo, parking outside the locations listed in points 47 and 48 is permitted if it results from one of the following reasons:
- a) Operational failure of the transport vehicle, meaning damage or malfunction of the transport vehicle and/or its equipment, preventing the delivery of the cargo to its destination or in the same condition as it was accepted for transport.
  - b) A road accident involving the transport vehicle.
  - c) Providing assistance to accident victims.
  - d) Sudden illness of the driver, preventing further travel.
  - e) Sudden deterioration of weather conditions, preventing further travel.
  - f) Performing activities related to the delivery/collection of the cargo.
  - g) Handling transport-related formalities at border crossings, customs offices, or ferry terminals.
  - h) Following orders from the police or other authorized services.
50. The burden of proof for the circumstances described in points 47-49 rests with the Carrier.
51. The Carrier must ensure that whenever the driver leaves the vehicle, they securely lock it with all factory-installed locks, take the keys with them, and activate all installed anti-theft security systems, including at least one of the following: alarm, immobilizer, or gear shift lock. Leaving the keys inside the vehicle is prohibited.
52. The Carrier must ensure that whenever the driver leaves the vehicle, they take with them the vehicle documents and transport documents.
53. In cases where the Carrier's liability insurance policy imposes stricter requirements regarding transport security, the Carrier is obligated to adhere to the terms specified in the insurance policy.

## **XII. DELIVERY OF THE SHIPMENT**

54. The following conditions must be met during the delivery of the shipment to the recipient:



- a) The shipment must be delivered to the recipient's company headquarters or place of residence – to the address specified in the transport order and waybill (changes to the delivery location are not permitted without prior notification and confirmation by both the sender and the recipient; any change requires the Principal's written confirmation).
- b) The shipment must be handed over to an adult present at the address specified by the sender and authorized to receive the goods, following prior verification of their identity document by the Carrier, who bears the responsibility for verifying the recipient's authority as indicated by the sender.
- c) The recipient must sign to acknowledge receipt legibly, and the acknowledgment of receipt must include:
  - For individual recipients: the recipient's ID card number or another identity document number, which must be presented to the Carrier.
  - For business entities/companies/other non-individual entities: the company seal containing at least the name and tax identification number, or for foreign entities, an equivalent identification number.

55. The Carrier is obligated to:

- a) Immediately inform the Principal of the recipient's refusal to accept the shipment or any other issues related to the receipt and request appropriate instructions, refraining from leaving the unloading site until receiving instructions from the Principal.
- b) Ensure that the goods are fully unloaded.
- c) Ensure that the consignment note includes the date of receipt of the shipment.
- d) Conduct a joint inspection of the shipment's condition with the recipient at the time of delivery, including the inspection as defined in Article 30(2) of the CMR Convention for international transport, and ensure that the consignment note contains information about the joint inspection and its results.
- e) In the event of any shortage or damage to the shipment before delivery, record the condition of the shipment and the circumstances of the damage in a protocol.
- f) Promptly notify the Principal of any objections regarding the shipment's condition raised during delivery to the recipient.
- g) Notify the Principal immediately if the recipient makes an entry in the consignment note that the driver does not understand due to language barriers or other reasons.

56. The Carrier must comply with the following pallet exchange rules:

- a) If the order specifies pallet or packaging exchange, the Carrier is obligated to exchange returnable pallets or packaging at the loading and unloading locations in a 1:1 ratio and to obtain a properly completed and signed pallet receipt from the sender/recipient. The Carrier may refrain from collecting pallets at the unloading site only if an entry is made in the pallet receipt stating: "Palets not issued due to a lack of exchange pallets" or an equivalent phrase in a foreign language. Otherwise, the Carrier will be liable to pay the Principal contractual penalties amounting to EUR 25 (if the freight rate is specified in a foreign currency) or PLN 120

(if the freight rate is specified in PLN) for each unaccounted pallet or packaging, payable within 7 days of the event giving rise to the penalty (violation of point 56a of these GTC).

- b) If the order does not specify pallet or packaging exchange, the Carrier has no right to take empty pallets or packaging from the loading or unloading locations and must include the phrase "kein tausch / no exchange" in the consignment note and Lieferschein under penalty of being charged a contractual penalty of EUR 50, payable within 7 days of the event giving rise to the penalty (violation of point 56b of these GTC).

57. Unless expressly stated otherwise in the transport order, the Carrier has no right to independently perform or assist with unloading. This does not apply to situations where the transport is performed using a vehicle equipped with a lift, if unloading requires placing the goods on a different level than the one on which they are located in the vehicle. In such cases, the Carrier performs the unloading operations up to the point where the shipment is placed on the lift at a level from which further unloading can take place. This does not prohibit the Carrier from participating in unloading as an observer. In the case of subsequent instructions in written form (under pain of invalidity) to perform unloading activities, the Carrier is obligated to ensure that these activities are performed by a driver capable of carrying them out and equipped with unloading devices appropriate for the type of goods, if such devices are necessary for unloading operations.

### **XIII. COMMUNICATION**

58. The Carrier is obligated to ensure continuous telephone contact with the driver performing the transport, who must have at least a functional mobile phone capable of sending and receiving MMS messages. The Carrier must provide the Principal with the driver's phone number at the time of concluding the transport contract and upon every request from the Principal.

59. The Carrier is responsible for informing the Principal every 12 hours, starting from the commencement of transport, and upon every request from the Principal, about the approximate location of the shipment (providing coordinates or a GPS printout). If the vehicle is equipped with a localization system that allows real-time position tracking, the Carrier is obligated to provide the Principal with exact location data or grant access to this system. Each failure to provide information at the required time shall constitute a separate breach of this obligation. In the event of a breach of this obligation, the Principal shall be entitled to impose a contractual penalty on the Carrier in the amount of 25 EUR per violation, payable within 7 days from the date of the event justifying the obligation to pay the contractual penalty (violation of this point 59 of the GTC).

60. In case of any complications during transport, including those outlined in points 36, 38, 39, 41, 42 of these GTC, a vehicle breakdown that prevents safe and lawful continuation of the transport, a traffic accident involving the vehicle performing the transport, or a determination that fulfilling the transport in accordance with its terms is impossible, the Carrier must contact the Principal immediately, and no later than within one hour, using the phone number provided in the transport

order. If contact cannot be established via the provided phone number, the Carrier must use all other available communication means, including email (using email addresses listed on the Principal's current website) or phone numbers listed on the website. If possible, the Carrier must confirm that the information about the complication has been transmitted to the Principal via text message or email. The Carrier assumes full responsibility for actions or omissions undertaken without consultation and approval from the Principal, including all associated costs, without excluding liability for penalties stipulated in these GTC.

61. In case of a traffic accident or theft/burglary involving the vehicle, in addition to contacting the Principal, the Carrier must immediately, no later than 48 hours from the occurrence of the incident, notify the relevant authorities, including the police, and provide the Principal with any obtained documents, such as a police report. The Carrier must also provide all information necessary to identify the authority handling the case, including its name, address, and the reference number of the proceedings.
62. The Carrier is obligated to comply with all received instructions regarding the handling of the shipment during acceptance and transport, as well as its security, as specified in the received order or resulting from applicable procedures, practices, or customs.
63. The Carrier agrees to execute all instructions given by the Principal during the transport and changes to the originally concluded transport agreement, even without presenting the first copy of the consignment note, provided that such instructions are issued in a documented form, subject to the provisions of point 64. The Carrier must execute the instructions provided in the specified form. Such instructions will be considered amendments to the transport agreement. The Carrier is prohibited from unloading goods at a location other than that specified by the Principal.
64. The Carrier is not obligated to execute instructions or incorporate changes to the transport agreement if such execution is impossible or disrupts the normal operation of the Carrier's enterprise. It will not be considered a disruption to the normal operation of the Carrier's enterprise if the execution of instructions is feasible within the time initially allocated for the transport, taking into account the additional time margins provided in points 25 and 26 for unloading.
65. If the necessity to execute instructions or change the original transport agreement arises from circumstances beyond the Carrier's control, the Carrier shall be entitled to additional compensation proportional to the increased distance required to fulfill the order. This compensation is payable within the same timeframe as the base compensation. If the execution of instructions or changes to the original transport agreement results in a reduced distance to fulfill the order, the compensation shall be proportionally reduced.
66. Within 24 hours of unloading, the Carrier is obligated to inform the Principal via fax or email about the actual unloading date of the goods, including the order number. If there were multiple unloading locations, the date of unloading at the last location must be provided. In the event of non-compliance with this obligation, the Carrier shall pay the Principal a contractual penalty of EUR 50 for each violation, payable within 7 days of the occurrence of the event that triggered the penalty (violation of point 66 of these GTC).

67. In any case that may result in liability for damages on the part of the Principal arising from a transport agreement involving the Carrier, including but not limited to damage to the shipment, particularly if the recipient raises objections about the shipment's condition or delivery time, the Carrier is obligated to promptly inform the Principal. Additionally, the Carrier must:
- a) Use all available means to prevent damage or minimize its extent and secure the property at risk.
  - b) Immediately notify the police if there is reasonable suspicion that the damage resulted from a crime or if it occurred due to a traffic accident, particularly in cases of theft, to facilitate the creation of a protocol and initiate appropriate proceedings.
  - c) Cooperate with the Principal to clarify all circumstances related to the event causing liability, providing all requested information and documents necessary to identify the responsible party and circumstances of the event, and comply with the Principal's insurer's recommendations, including providing information and necessary authorizations.
  - d) Upon request from the Principal:
    - Report the damage to the Carrier's insurer within 7 days of the request and provide the Principal with the claim number assigned by the Carrier's insurer within 14 days of the request.
    - Deliver all documents and information necessary for the claims process to the Principal within the specified timeframe, but no later than 21 days after the request, including tachograph records for the entire transport period covered by the order, detailed GPS logs for the same period, a written statement from the driver about the transport and damage, vehicle registration documents, and copies of driver qualifications and employment agreements.

#### **XIV. TRANSPORT DOCUMENTATION**

68. The payment term for the remuneration due to the Carrier for the execution of the transport contract is 60 days, unless otherwise specified in the contract, and is calculated from the date of service quality verification conducted by the Principal in accordance with Article 9 of the Act on Counteracting Excessive Delays in Commercial Transactions. The quality verification is based on the evidence of service execution presented by the Carrier, particularly transport documents submitted to the Principal in a form that allows review of their content, including notes, dates, stamps, and signatures. The verification is conducted within one business day from the presentation of the evidence mentioned above. The payment date is deemed the date the Principal issues a bank transfer order for the Carrier's receivables. The Carrier is entitled to demand payment only in the currency agreed upon. If the freight (carriage) is specified in foreign currency in the order and the invoice is issued in that currency, the Principal has the right to choose whether to make payment in Polish zloty (PLN) or in the invoice currency. Partial payment in PLN does not entitle the Carrier to claim the remaining portion in PLN; the Principal retains the exclusive right to choose the currency for the remaining payment.

69. The Carrier is required to deliver the VAT invoice, issued in the month of service execution, to the Principal by post or in person within 14 days from the unloading date, under the following conditions::

- a) If the freight (carriage) is agreed in a foreign currency (GBP/EUR) in the order, the invoice must be issued in that foreign currency unless the order explicitly specifies that the invoice should be issued in PLN despite being agreed in foreign currency. In such a case, the invoice must be issued in PLN at the average NBP exchange rate from the day preceding the loading date and is payable in that currency.
- b) If the freight (carriage) is payable in foreign currency (GBP/EUR), the invoice must specify the VAT amount in PLN, calculated at the average NBP exchange rate from the day preceding the unloading date.
- c) The invoice must indicate the specific order number to which it pertains; issuing collective invoices is not permitted.
- d) The invoice should be issued in the month when the service was completed unless the service was completed no earlier than three days before the end of the month. In such cases, it may be issued in the following month.
- e) The invoice must include a clause prohibiting the assignment of receivables.
- f) The invoice must specify the exchange rate used for currency conversion, the loading and unloading dates, the sale date, the correct payment term, and the appropriate bank account number (EUR or PLN) depending on the payment currency of the invoice.

Failure to comply with any of the obligations specified in this section results in the Carrier's obligation to pay a contractual penalty of 10% of the gross freight, payable within seven days from the event justifying the penalty obligation (violation of point 69 of these GTC).

70. Submitting the original transport documents to the Principal constitutes a crucial obligation of the Carrier since these documents are used to evidence the transport in judicial and administrative proceedings. Accordingly, the Carrier must submit the following to the Principal:

- a) Within 5 business days from the date of unloading, the Carrier must provide legible copies of all transport documents accompanying the shipment, in a form that allows their content to be reviewed, particularly any notes, dates, stamps, and signatures. The documents must include clear dates of loading and receipt, as well as legible signatures and stamps of the sender and recipient. Failure to comply will result in a contractual penalty of 2% of the gross freight per day of delay, payable within 7 days from the occurrence justifying the obligation to pay the penalty (violation of this point 70a of the GTC). If it is not possible to send the documents within the specified timeframe, the Carrier must email the invoice and documents to the following address: [matylda.pecak@alkla.pl](mailto:matylda.pecak@alkla.pl), [anna.dziadon@alkla.pl](mailto:anna.dziadon@alkla.pl)
- b) Within 14 days from the date of unloading for domestic shipments, and within 14 days from the date of unloading for international shipments, the Carrier must provide the originals of all transport documents accompanying the shipment to the Principal's registered office address. The documents must include clear dates of loading and receipt, as well as legible signatures

and stamps of the sender and recipient. Failure to comply will result in a contractual penalty of 50 Euros per day of delay, payable within 7 days from the occurrence justifying the obligation to pay the penalty (violation of this point 70b of the GTC).

71. In the event of the loss of documents related to transport, the Carrier will pay a contractual penalty equal to 130% of the gross freight. Loss is defined as failure to provide the requested documents to the Principal within 30 days of the transport's completion. The penalty payment term is seven days from the end of this 30-day period.
72. For transports to CIS countries, the CMR document must include the stamps "TOWAR POSTUPIŁ" and "WYPUSK RAZRESZEN," as well as the date, signature, and consignee's stamp. The Carrier must send the CMR consignment note to the Principal for verification of the correct stamps within 24 hours of unloading via fax or email.
73. If customs procedures are applied during transport, the Carrier is obligated to submit, along with the invoice, a document confirmed by the relevant Customs Office that validates the proper completion of the procedure (e.g., SAD, EX1, T-1). Failure to provide these documents obligates the Carrier to reimburse the Principal for all costs related to charges imposed by customs, tax authorities, or other entities.

## **XV. SUBCONTRACTORS**

74. The Carrier is obligated to execute the transport order personally. The Carrier may subcontract the execution of this agreement to a third party only after obtaining explicit (not implied) consent from the Principal in a documentary form under the penalty of nullity. A third party is also considered a carrier that collaborates regularly with the Carrier. In particular, the Carrier, without obtaining consent in the aforementioned form, may not post the assigned orders on transport exchanges or auctions. A third party is also considered to be a carrier that maintains an ongoing cooperation with the Carrier.
75. In the case of subcontracting this agreement to a third party, the Carrier is obligated to select a party that:
  - a) Holds licenses, concessions, and/or permits required by applicable regulations for conducting this type of business.
  - b) Has appropriate transport means necessary for the proper execution of subcontracted transport activities, meeting, among other things, the requirements set forth in the GTC.
  - c) Holds insurance meeting the requirements specified in point 5; the policy must be paid. The Carrier is required to verify the insurance agreement for carrier liability (insurance period, payment of the premium for the policy) with the issuing insurance company (or the carrier's agent or broker). The policy must remain valid for at least one week beyond the planned



unloading date. If the insurance company refuses to confirm the carrier's liability policy or does not respond, the potential subcontractor cannot be accepted.

- d) Meets the other conditions imposed on the Carrier as specified in the GTC.
- e) Operates a business and has its registered office in a country within the European Union.
- f) Has provided documents that serve as the basis for conducting transport activities, including registration certificates or extracts from CEiDG, or KRS, NIP, REGON, and permits and/or licenses for transport activities, where required.

76. The Carrier must exercise particular diligence in selecting subcontractors to whom the transport service is entrusted. Specifically, when entering into cooperation with a subcontractor, the Carrier is required to:

a) Request from the entity submitting the transport offer legible copies of documents confirming:

- The conduct of business activity, i.e., an entry in the Central Registration and Information on Business (CEiDG) or the National Court Register (KRS) and assignment of NIP, REGON, and VAT-EU numbers, or other equivalent registration documents applicable in EU countries,
- The necessary permits/licenses required by law for transport activities, including a license for domestic road transport and international road transport (this does not apply to transport carried out with vehicles with a GVW not exceeding 3.5 tons),
- A valid Carrier's Liability Insurance (OCP) policy,
- Payment of all due insurance premiums at the time of verification,
- A Certificate of Professional Competence.

b) Maintain communication with the entity submitting the transport offer using:

- A transport exchange platform messenger – at least part of the communication with the offer submitter regarding the terms of transport execution must take place via the built-in text messenger on the transport exchange platform. Simultaneous correspondence via email is allowed, provided that the email address matches the one listed on the transport exchange account,  
or
- Email communication – if the person submitting the transport offer does not have an account on the transport exchange or uses an email address that is not listed in their transport exchange account, communication regarding the transport terms can only take place after:
  - Requesting the identification number (ID) of their transport exchange account where the shipment was posted,
  - Requesting via email the following details:
    - Full name of the owner (for sole proprietors),
    - Full name of the representative (e.g., CEO, board member) in the case of companies,
    - Official landline or business mobile phone number,
    - Official business email address,



- Independently verifying through online sources (e.g., the carrier's website, business directories) and/or the transport exchange the official email address and phone number of the carrier identified in the documents received from the offer submitter,
  - Contacting the subcontractor identified in the received documents to confirm the authenticity of their transport offer via:
    - Official landline or business mobile phone number – a phone call record must be made, noting the caller's number, the name and surname of the person spoken to, date and time of the call, and confirmation of the submitted transport offer, or
    - Official business email – written confirmation of the transport offer submission must be obtained from the subcontractor.
- c) Confirm the subcontractor's credibility by verifying the received documents listed in point 76 (a) against publicly available data, particularly:
- If the offer submitter is a Polish entity, i.e., a business registered and headquartered in Poland:
    - CEIDG database (Central Registration and Information on Business) at <http://www.firma.gov.pl> – for sole proprietors,
    - KRS database (National Court Register) at <https://ems.ms.gov.pl/> – for entities requiring KRS registration,
    - Transport License Register at <https://kreptd.gitd.gov.pl/> – for community transport licenses,
    - REGON database at <https://wyszukiwarkaregon.stat.gov.pl>.
  - If the offer submitter is a foreign entity, i.e., a business registered and headquartered in another EU member state, verification should be conducted via:
    - VIES (VAT Information Exchange System) on the European Commission's website: [http://ec.europa.eu/taxation\\_customs/vies/?locale=en](http://ec.europa.eu/taxation_customs/vies/?locale=en),
    - National business registers of EU member states available at: [https://ejustice.europa.eu/content\\_business\\_registers\\_in\\_member\\_states-106-en.do](https://ejustice.europa.eu/content_business_registers_in_member_states-106-en.do),
    - European VAT register: [http://ec.europa.eu/taxation\\_customs/vies/?locale=en](http://ec.europa.eu/taxation_customs/vies/?locale=en).
77. A written or telephone confirmation from the insurance company with which the subcontractor has concluded the Carrier's Liability Insurance (OCP) policy, verifying the validity of the policy, payment of premiums, and the scope of insurance coverage corresponding to the given transport order. The confirmation must include the phone number and name of the insurance representative, the date of the conversation, and the full name of the person providing the confirmation. If the insurance company refuses to confirm the OCP policy, the insured party is required to document this fact in a written note, including the phone number, the date, the name of the person spoken to, and the reason for refusal. If verification is not possible for any other reason, the insured party must provide a written note with the phone number and an appropriate justification.
77. Whenever assigning an order to a subcontractor, the Carrier is obligated to

- a) Provide the Principal with the details of the person authorized to collect the shipment on behalf of the Carrier, including their full name and the registration numbers of the vehicles to be used for transport. All specified data must be provided before loading begins and must also be communicated to the shipper before loading and to the Principal. Additionally, the Carrier must ensure that the person collecting the shipment acknowledges receipt with a legible signature.
- b) Guarantee in their contract with the subcontractor the subcontractor's compliance with the provisions of the GTC, particularly in relation to:

- Compliance with the regulations outlined in point 4.
- Obligation to execute transport orders personally.
- Rules for delivering shipments to recipients.
- Securing vehicles against theft.
- Regulations on vehicle stops with cargo.

78. The Carrier assumes full responsibility for its subcontractors, further subcontractors, and all individuals performing the transport assigned by the Principal. This full responsibility is not affected by the solvency of the aforementioned individuals. The Principal may direct recourse claims to the Carrier even if the Carrier personally did not cause the damage.

79. In the event of damage during transport or delays, the Principal will be entitled to charge the Carrier for the costs of remedying the damage from the moment the Principal is required to compensate for it, even if the Principal has not yet rectified the damage itself.

80. In international transport, by accepting the shipment and the consignment note, the Carrier also does so on behalf of the Principal and thereby joins as a successive carrier under Article 34 of the CMR Convention to the original transport agreement on the terms set forth in the consignment note, doing so in its own name and on behalf of the Principal. The provisions of points 78–79 of this agreement modify the regulations set forth in Article 37 of the CMR Convention.

## **XVI. TRADE SECRETS AND UNFAIR COMPETITION**

81. The Carrier declares that they are aware that all data related to the transport, such as details of the consignor, consignee, the Principal's contractors, routes, and freight rates, constitute trade secrets of the Principal.

82. During the performance of the agreement and for a period of 3 years after its termination, the Carrier undertakes to maintain confidentiality and, without the prior written consent of the Principal under pain of nullity, not disclose to any third parties, including other freight forwarders and carriers, or use for purposes other than those resulting from the transport order received from the Principal, any information of economic value provided to the Carrier by the Principal for the proper execution of the order, or obtained by the Carrier in connection with the execution of the

order, including commercial, financial, organizational, strategic, and employment-related information constituting trade secrets. In the event of a breach of the above obligation, the Carrier shall pay a contractual penalty in the amount of EUR 50,000 (in words: fifty thousand euros) for each breach of this type, payable within 7 days of the occurrence justifying the obligation to pay the contractual penalty (violation of this clause 82 of the GTC), without prejudice to the situations described in clauses 83 and 86.

83. The Carrier is prohibited from disclosing to third parties, including other freight forwarders, carriers, the Principal's contractors, consignors, and consignees, any information concerning the state of settlements between the Principal and the Carrier, including the amount of the Carrier's remuneration, payment terms, debt status, and other financial information concerning the Principal. This prohibition does not apply to:
- a) Providing information to debt collection companies and professional representatives for the purpose of conducting collection activities, provided that these entities are not entitled to disclose the aforementioned information to third parties, particularly by making such information public, and the Carrier is liable for any breach of this obligation by these entities as if it were their own action.
  - b) Providing information to economic information bureaus in accordance with the applicable regulations.
84. The Carrier is prohibited from disseminating false or misleading information about the Principal and/or the business conducted by the Principal. The information mentioned above includes false or misleading information, particularly about the individuals managing the enterprise, manufactured goods or services provided, applied prices, and the economic or legal situation of the Principal, as well as the state of settlements with the Carrier, including the maturity of receivables whose payment term has not yet arrived. The above prohibition applies to the dissemination of information via all forms of communication, particularly via mass media, including electronic communication through websites, internet forums, email, social media, industry-specific specialist services, and transport exchange platforms or debt exchange platforms. Within the scope mentioned above, the Carrier bears the burden of proving the truthfulness of their statements.
85. In the event of a breach of the obligations specified in clauses 83 and 84 of the GTC, the Carrier shall pay the Principal a contractual penalty in the amount of PLN 10,000 for each breach, payable within 7 days of the occurrence justifying the obligation to pay the contractual penalty (violation of clauses 83 and 84 of the GTC).
86. The following actions shall be considered specific cases of the Carrier's use or disclosure of information constituting the Principal's trade secret:
- d) Submitting offers to provide transport, forwarding, or logistics services directly to the Principal's contractors or providing such services for their benefit without the Principal's agency.

- e) Submitting offers to provide transport, forwarding, or logistics services directly to the Principal's contractors or providing such services for their benefit without the Principal's agency by entities personally or financially affiliated with the Carrier.
- f) Submitting offers to provide transport, forwarding, or logistics services directly to the Principal's contractors or providing such services for their benefit without the Principal's agency by the Carrier's subcontractors who performed transport services for the Principal on behalf of the Carrier, provided that this applies only to those contractors of the Principal for whom the given subcontractor performed transport services as part of the transport agreement commissioned by the Principal to the Carrier.

The Carrier is obligated to refrain from the behaviors described above both during the performance of the transport agreement concluded with the Principal and for a period of 3 years after its completion. The Carrier's remuneration provided for in the agreement with the Principal includes compliance with the provisions of this clause (prohibition of unfair competition).

87. A contractor of the Principal, within the meaning of clause 86 of the GTC, is an entity that assigned a transport order to the Principal, which was then assigned to the Carrier. Additionally, a contractor of the Principal shall be considered any entity at which the loading or unloading takes place during the execution of an order assigned to the Carrier, any entity indicated in the consignment note as the consignor, consignee, or carrier during the execution of an order assigned to the Carrier, and any entity known to the Carrier to have assigned a transport order to the Principal, which was then assigned to the Carrier. In any case where the Carrier, personally or through entities personally or financially connected, intends to establish cooperation within the scope described in clause 86 with any of the entities mentioned in the preceding sentence, for which the Carrier has no knowledge whether they assigned a transport order to the Principal, which was then assigned to the Carrier, the Carrier is obligated to submit a written inquiry to the Principal, asking whether the Carrier is bound by the prohibition of acts of unfair competition concerning the said entity. If the Principal does not respond within 7 business days, the Carrier shall be released from the obligation described in clause 86 concerning the entity in question.
88. A person personally or financially connected with the Carrier is considered to be:
- a) Any entities holding more than 10% of shares in the Carrier's capital,
  - b) Any entities in which the Carrier holds more than 10% of shares,
  - c) Entities being partners with the Carrier in a partnership,
  - d) Entities being partners in the Carrier's partnership,
  - e) Members of the Carrier's corporate bodies,
  - f) Ascendants and descendants, siblings, and relatives of the first degree of the Carrier, as well as any of the entities described above,
  - g) Any entities in which the persons mentioned in points e and f hold more than 10% of the shares in the capital of a capital company, are partners in a partnership, or are founding members or members of the corporate bodies.
89. In the event of a breach of the obligation specified in clause 86, the Carrier shall pay the Principal a contractual penalty in the amount of EUR 100,000 (in words: one hundred thousand euros) for

each breach, payable within 7 days of the occurrence justifying the obligation to pay the contractual penalty.

## **XVII. LIABILITY AND CONTRACTUAL PENALTIES**

90. Upon notification by the Principal or a court regarding the initiation of legal proceedings involving the Principal concerning the proper performance of obligations related to transportation carried out by the Carrier or liability for damages arising from this transportation, the Carrier is obligated to join such proceedings as a third-party intervener supporting the Principal. In case of non-compliance with this obligation, the Carrier shall pay a contractual penalty of €10,000.
91. The Carrier is liable to the Principal for any damages the Principal incurs due to the Carrier's violation of obligations outlined in clause 29. Specifically, the Carrier shall reimburse the Principal for all charges imposed by customs authorities or other entities due to the Carrier's non-compliance with its obligations.
92. The Carrier is liable to the Principal for non-compliance with the regulations referred to in clause 4. In particular, the Carrier shall reimburse the Principal for all charges imposed by relevant authorities or other entities resulting from the Carrier's failure to comply with these regulations.
93. Regardless of the right to impose contractual penalties as specified in clause 94, in the event of non-performance or improper performance of the contract by the Carrier or termination of the contract by the Principal due to the Carrier's fault, the Principal is entitled to entrust the performance of the contract in whole or in part to another entity, and the Carrier shall bear the costs associated with this.
94. The Carrier shall pay the Principal a contractual penalty equivalent to the gross freight fee, payable within 7 days of the event justifying the penalty (violation of the provisions below of the GTC), in cases of:
- a) Failure to perform the transport obligation by the Carrier.
  - b) Failure to load all or part of the cargo for reasons attributable to the Carrier.
  - c) Termination of the contract by the Principal due to the Carrier's fault.
  - d) Violation by the Carrier of any obligations specified in clauses 8-16, 18 b), 19-21, 26, 28-33, 35-49, 51-55, 57-58, 60-63, and 72-77.
  - e) False declarations made by the Carrier under clause 18 a), c)-g).
  - f) Submission by the Carrier of false information about the progress of the transportation agreement, particularly regarding vehicle location, circumstances of damage to goods, or delays.
95. In the event of a delay in delivery, the Carrier shall pay the Principal a contractual penalty:
- For domestic transportation: Twice the gross freight fee.

- For cabotage transportation: Three times the gross freight fee. This penalty shall be paid within 7 days of the event justifying the obligation, i.e., the expiration of the unloading deadline specified in the transportation agreement.
- 96. The total amount of contractual penalties for clause 94 violations under a single assignment cannot exceed five times the gross freight fee. When multiple violations justify penalties, the Principal is not required to specify the proportionate penalties for each violation as long as the penalty does not exceed the total sum of penalties due for individual violations. Otherwise, the penalty is proportionately reduced.
- 97. For obligations involving performance, the Carrier must prove that the obligation was fulfilled, and the Principal may demand the penalty in all cases where the Carrier fails to provide evidence of compliance.
- 98. If the agreement is not executed due to the Principal's fault, particularly in the absence of goods at loading, the Principal's liability is limited to documented damages suffered by the Carrier. This liability cannot exceed €100 for international and cabotage transport and PLN 150 for domestic transport. This amount is not a penalty but a liability cap.
- 99. The Carrier's obligation to pay penalties stipulated in the transportation agreement and the GTC is independent of actual damages and does not preclude additional compensation under general rules. Penalties are not deductible from compensation under general rules.
- 100. The Carrier's liability for complying with obligations specified in the transportation agreement with the Principal and these GTC is strict liability and is excluded only in cases of force majeure or the sole fault of the Principal.
- 101. Principal employees are not authorized to acknowledge any claims from the Carrier or the Principal's liability to the Carrier unless they present a specific written power of attorney issued by an authorized representative listed in the commercial register.
- 102. If the Carrier is penalized under these conditions or if any claims are made against it concerning non-performance or improper performance of the agreement, the Principal may impose an administrative fee of €100 on the Carrier.
- 103. The Carrier shall cover justified legal assistance costs incurred by the Principal related to the execution of the transportation agreement by the Carrier. These costs include:
  - a) Pursuing justified claims against the Carrier for performance or damages for non-performance or improper performance.
  - b) Defending against unjustified claims by the Carrier.The Principal's costs referred to above include both out-of-court legal assistance costs and litigation costs, including legal representation in court proceedings, to the extent that they have not been awarded against the Carrier. The justified costs of the Principal include the fees of the Principal's advisors and legal representatives paid by the Principal, unless the Carrier proves that, considering market rates and the workload, such fees are grossly excessive. If the claims referred to in point 103 (a) and (b) are found to be partially justified,



the Carrier shall be obliged to cover the Principal's costs in proportion to the extent to which the Principal's position was ultimately justified.

104. If the Carrier files unjustified claims against the Principal, it shall pay €100 as a flat-rate administrative fee, in addition to the obligation to cover legal expenses.
105. Violation of clauses 29-32 by the Carrier excludes any liability of the Principal for damages suffered by the Carrier during the transportation, including penalties, vehicle detention costs, and lost profits.
106. Gross negligence by the Carrier includes, but is not limited to:
  - a) Non-compliance with traffic safety regulations.
  - b) Subcontracting without the Principal's consent.
  - c) Failure to verify subcontractors as required by GTC.
  - d) Failing to seek instructions from the Principal.
  - e) Failing to mitigate damages or protect goods.
  - f) Violations of parking and vehicle security clauses, including leaving vehicles unattended.
  - g) Driving vehicles by unauthorized persons.
  - h) Failing to verify the consignment note, goods condition, and packaging.
  - i) Handing over goods to unauthorized persons.
  - j) Starting transportation despite known improper cargo arrangement or insufficient security.

## **XVIII. SETTLEMENTS**

107. Given that compensation for damages caused by the Carrier to the Principal is primarily achieved through set-offs of the Principal's claims against the Carrier's receivables, in the event of a complaint by the Principal regarding improper performance of the transport agreement, the payment deadline for freight charges is suspended until all doubts concerning the determination of the extent, amount of damages, and the responsible party are clarified, but no longer than 120 days from the due date of the obligation in question. This suspension also applies to freight charges from other transport agreements performed by the Carrier for the Principal, provided these GTC apply to them. If the Carrier demonstrates that the potential claims by the Principal are lower than the freight charges whose payment term would be suspended, the suspension only applies to the portion of the freight charges corresponding to the potential claims.
108. The Carrier agrees to the set-off of all claims of the Principal against the Carrier's remuneration for services rendered and any other receivables the Carrier has against the Principal. Such set-offs shall be considered by both parties as a standard method of fulfillment of obligations by the Principal. Where multiple transport agreements are concluded between the parties and these GTC apply, mutual claims arising from these agreements and their performance shall be deemed to originate from the same legal relationship. If the Principal has claims against the Carrier



denominated in foreign currency, while the Carrier has claims against the Principal in Polish currency or another foreign currency, the Principal may also make a set-off declaration, with the conversion of the Principal's claims to the relevant currency being conducted according to the average exchange rate of the National Bank of Poland (NBP) on the date the set-off declaration is made (before it is delivered to the Carrier).

109. The Carrier shall not assign to any third party the receivables it has against the Principal, regardless of their source, including remuneration for performed transport or claims arising from improper performance of the agreement by the Principal, nor offer such an assignment, including, in particular, publishing an offer on a receivables trading platform.
110. In the event of the Carrier's breach of clause 109, specifically if the receivable is listed for sale on a receivables trading platform, the Principal shall be entitled to impose a contractual penalty as indicated in clauses 83 or 84 of the GTC, depending on which prohibited conduct by the Carrier is fulfilled by their actions. If the assignment or offer to assign receivables arises from multiple sources, the penalties will be cumulative.
111. The amount specified in the transport order is final and includes all costs related to the transport, such as permits for oversized cargo, ferry costs, pilotage, costs of opening EX documents, customs clearance costs, convoy costs, etc. Other claims for incurred charges will not be accepted unless previously agreed with the Principal and supported by original documents. If the Carrier's remuneration is transferred to a bank account of a bank outside the European Union, the cost of the transfer shall be borne by the Carrier and reduce the Carrier's remuneration. If, due to reasons attributable to the Carrier, particularly the loss of their status as an active VAT payer, the Principal loses the right to deduct VAT included in the Carrier's remuneration from the VAT payable by the Principal, the Principal is entitled to impose a contractual penalty on the Carrier equal to the amount of VAT that cannot be deducted. This amount will reduce the Carrier's remuneration.

## **XIX. CONCLUSION AND AMENDMENT OF THE CONTRACT**

112. The transport contract is concluded based on the transport order issued to the Carrier by the Principal upon the Principal's receipt of the Carrier's confirmation of acceptance of the order for execution.
113. Confirmation is made in documentary form, such as via email, fax, SMS, internet messenger, online portal, to the address/number indicated in the order or in another manner allowing the identification of the person making the declaration.
114. The following are considered equivalent to confirmation of acceptance of the transport order and constitute acceptance of the order under its terms: a) Failure to refuse acceptance of such an order via fax or email to the number/address specified in the order within 60 minutes of the

order being sent to the Carrier via fax or email. b) Commencing any actions aimed at its execution.

115. Orders may only be accepted without reservations—Article 681 of the Civil Code does not apply. The Carrier cannot accept an order with conditions or with the stipulation of a term. The Carrier is responsible for verifying whether the data provided in the assigned order are correct, complete, and feasible.
116. If the Carrier returns the transport order form sent by the Principal with deletions, changes, or reservations, such deletions, changes, and reservations will be deemed ineffective, and the offer will be considered accepted without reservations.
117. If the Carrier submits a counteroffer to the Principal in response to the order offer sent by the Principal, the Principal reserves that such an offer does not constitute implied acceptance and must be explicitly and unequivocally confirmed, specifying the conditions accepted by the Principal. Such acceptance must be made in documentary form under the penalty of nullity.
118. The content of the order and these general Terms of Carriage constitute the entirety of the arrangements regarding mutual rights and obligations, and prior negotiations concerning the content of the contract have no legal significance.
119. Any amendments to the contract require documentary form under the penalty of nullity, except for amendments and supplements to clauses 23–27, 65, 101, and 108–109 of the GTC, as well as changes to the delivery location, which require written form under the penalty of nullity and may only be made by the Principal or a person holding a specific written power of attorney from the Principal.

## **XX. TERMINATION AND RESCISSION OF THE CONTRACT**

120. The Principal has the right to rescind the contract without providing a reason, no later than before the scheduled loading time. If the contract specifies a time frame for loading, rescission may occur no later than the end of that time frame.
121. The Principal, in addition to the rights arising from applicable laws, has the right to rescind the contract due to the Carrier's fault without prior notice or granting an additional deadline for performance in the following cases: a) If the Carrier declares that they will not perform the contract under the terms specified therein, including before the scheduled time for vehicle placement for loading. b) Delay by the Carrier in placing the vehicle for loading. c) Placement of a vehicle for loading that does not comply with the contract or fails to meet the requirements specified in the GTC. d) Upon obtaining information about the Carrier's breach of provisions 28 and 74. The right to rescind the contract may be exercised within three months from the date of its conclusion.

122. The Principal may also exercise the rights under clauses 121.b) and 121.c) before the scheduled time for vehicle placement for loading if factual circumstances indicate that the Carrier will not be able to meet the deadline for loading.
123. If rescission occurs after loading has been completed, the Carrier must return the consignment to the loading site, and no remuneration is due for the portion of the transport performed.
124. Rescission and termination of the contract must be in documentary form under the penalty of nullity.

## **XXI. PERSONAL DATA PROTECTION**

125. Personal data will be processed by the Principal as the Data Controller under the following principles:
  1. The Principal, as the Data Controller, processes the personal data provided by the Carrier during the conclusion and execution of this contract for the following purposes:
    - a) for purposes related to the performance of the contract concluded with the Carrier - based on Article 6(1)(b) of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 (GDPR);
    - b) if necessary, to pursue claims or protect against claims arising from the contract performed by the Carrier - based on Article 6(1)(f) GDPR - legal protection of the Controller;
    - c) to fulfill the Controller's legal obligations arising from the Accounting Act - based on Article 6(1)(c) GDPR; for the purpose of marketing the Principal's own services - based on Article 6(1)(f) GDPR;
    - d) for offering new assignments (new loads) - based on Article 6(1)(b) and (f) GDPR.
  2. Providing the data necessary for the performance of this contract is voluntary but is a condition for concluding the contract with the Carrier and may be a condition for its proper execution in the case of data provided during the performance of the contract between the parties.
  3. If the processing of personal data is deemed to violate applicable regulations, the Carrier has the right to lodge a complaint with the President of the Personal Data Protection Office.
  4. The Carrier has the right to access their personal data, rectify, delete, or restrict its processing, as well as the right to data portability.
  5. The Carrier has the right to object to the processing of personal data based on Article 6(1)(e) or (f) GDPR.
  6. Data will be stored for the period necessary to perform the contract concluded between the Parties (in particular until the expiration of the limitation period for claims that may arise from the performance of the contract, the resolution of legal disputes related to such claims, and until the expiration of the statutory data retention obligation).

7. By providing the Principal with third-party data in the course of performing the contract, the Carrier is liable to both the Controller and these individuals for having the appropriate legal basis for processing such data, particularly for transferring it to the Principal.
8. The Carrier declares that before transferring personal data, they will fulfill the information obligation towards the individuals whose data is being shared, and whose transfer is necessary for the proper execution of the contract, in accordance with Articles 13 and 14 of the GDPR. This particularly applies to individuals with whom the Carrier cooperates in performing the contract concluded between the Parties.
9. Data will be transferred to entities cooperating with the Controller in the performance of this contract, the Controller's clients, IT service providers for the Controller, accounting service providers, advisory and legal service providers, postal or courier service providers, payment service providers, and authorities authorized to receive information under the law.

## **XXII. FINAL PROVISIONS**

126. Matters not regulated by this agreement shall be governed by applicable provisions of Polish law. In the case of international transport, the provisions of the CMR Convention shall also apply, and for cabotage transport, the laws of the country where the cabotage transport is performed shall additionally apply concerning:
  - a) the principles of executing the transport agreement,
  - b) the carrier's liability for damage to the consignment or delay in delivery,
  - c) the limitation period for claims against the Carrier,with the reservation that Polish law applies to:
  - a) the limitation period for the Carrier's claims for remuneration for performing cabotage transport,
  - b) the principles of mutual set-offs of receivables,
  - c) the possibility of imposing contractual penalties,
  - d) the possibility of terminating and withdrawing from the agreement.
127. The invalidity of any provision of these GTC shall not result in the invalidity of the entire agreement, of which the GTC form an integral part.
128. The competent court for resolving disputes that may arise from the conclusion or performance of the transport agreement, of which these GTC are an integral part, shall be the common court with jurisdiction over the Principal's registered office.

129. These terms of the agreement constitute a work within the meaning of copyright law and are therefore protected, particularly against copying, distribution, and use for personal purposes without the consent of the entitled party.