

## **I. General Terms and Conditions**

1. In concluding a contract with the Principal, the Contractor agrees to provide services under the conditions laid down in these GTC.
2. The Contractor shall comply with German, French, Italian and Hungarian regulations concerning the posting of workers and the minimum wage.
3. By accepting an order the Contractor declares that it complies with the regulations referred to in paragraph 2 and authorizes the Principal to control the veracity of this statement, in particular by requiring the submission of relevant information and documents.

## **II. Requirements for the Contractor**

4. The Contractor is obliged to have vehicle liability insurance and the Carrier's third party liability insurance with full coverage, which means that there are no exemptions from the insurer's liability for damage consisting in theft or robbery, and no exclusions with respect to the type of goods (property) accepted for transport; moreover, there are no exemptions relating to the territory on which carriage is to be performed; and the guaranteed sum must correspond at all times to the value of goods accepted for carriage, not lower than the upper limit of the carrier's liability for damage referred to in Articles 65-70 and 80-85 of the Transport Act and/or Articles 17, 23 and 25 of the CMR Convention, and in the case of cabotage operations – in the provisions in force in the country in which carriage is performed.
5. By accepting this order the Contractor confirms that it has adequate insurance, and it authorizes the Principal to contact on its behalf the insurer with which it has taken out the insurance, in particular in order to obtain confirmation of the data provided by the Contractor.
6. The Contractor shall immediately after the conclusion of the contract, but not later than the date of its conclusion, submit to the Principal the following documents:
  - Carrier's third-party liability insurance or an insurance contract;
  - General conditions of insurance;☐
  - Written declaration from the insurance company confirming the validity of the insurance policy not older than 14 days from the date of issue (this requirement applies for the first order received from the Principal during the term of the policy),  
under pain of termination by the Principal of the contract due to the fault of the Contractor without the need to call for its implementation.
7. By accepting this order the Contractor confirms that it has experience in providing transport services similar to those which have been commissioned to it.
8. The Contractor is obliged to have the necessary licenses and permits to carry out transport services, including international transport, if the order is for a route abroad. Acceptance of an order for execution is equivalent with confirmation of the fact that the Contractor is an authorized carrier.

9. The Contractor shall immediately after the conclusion of the contract, but not later than the date of its conclusion, submit to the Principal the following documents:

- Certificate of registration in business register or an excerpt of the entry in the National Court Register;
- Decision on assigning tax identification number;
- Decision on assigning REGON number (company statistical number);
- License for the provision of international transport services,

under pain of termination by the Principal of the contract due to the fault of the Contractor without the need to call for its implementation.

### **III. Requirements for the Vehicle and the Driver**

10. The Contractor is obliged to provide a vehicle suitable for the transport of the goods specified in an order (this applies particularly to oversized cargo), tight, clean outside and inside the cargo compartment which must be free from foreign odours. In the case of non-compliance with this obligation the Contractor is obliged to substitute a replacement vehicle at its own expense.

11. The Contractor is obliged to ensure that its refrigerator truck is equipped with a minimum of four blocking poles, or in the case of a tarpaulin cover, a minimum of twelve safety belts.

12. In case of carriage of electronic goods or spirits, the vehicle should be equipped with GPS navigation system with the option of monitoring by the monitoring station.

13. By accepting this order the Contractor confirms that it has vehicles suitable for the execution of the order.

14. The Contractor shall immediately after the conclusion of the contract, but not later than the date of its conclusion, submit to the Principal documents constituting an evidence of possessing vehicles suitable for the execution of the order, and to provide details of the vehicle which will be used for carriage, including its registration number, under pain of termination by the Principal of the contract due to the fault of the Contractor without the need to call for its implementation.

15. In the event that the information contained in the order entails that for the performance of the carriage it is necessary to obtain a permit for the transport of oversized cargo or when the Contractor having taken all reasonable care could alone establish that fact, the Contractor is obliged to obtain such permit at his own expense, unless otherwise provided for in the order.

16. By accepting this order the Contractor confirms that it has drivers who have licences necessary for the proper implementation of this order.

17. Regardless of the number of drivers indicated in the order, the Contractor is obliged to ensure an adequate number of employees to perform carriage, so as to ensure that the consignment is delivered to the consignee within the prescribed time, in compliance with the regulations on working time of drivers.

18. The Contractor shall immediately after the conclusion of the contract, but not later than the date of its conclusion, submit to the Principal personal details of the driver or drivers who will be performing the transport, including the name, surname, identity card number and phone number under pain of termination by the Principal of the contract due to the fault of the Contractor without the need to call for its implementation.

19. In the case of performing transport services with respect to which French laws on minimum wages and the posting of workers apply, the Contractor shall immediately after the conclusion of the contract, but not later than the date of its conclusion, submit to the Principal a copy of documents confirming the notification of the competent authorities about the posting of a driver or drivers who will perform a given carriage.

20. The Contractor's failure to fulfil the obligations provided for in paragraphs 18 and 19 shall not affect its obligation to comply with the provisions of paragraph 17.

### **IV. Cabotage Operations**

21. In the case of cabotage operations, the Contractor is obliged to comply with the timing and other requirements laid down in Regulation (EC) No 1072/2009 with respect to the ability to perform cabotage services, and have appropriate insurance. By accepting this order the Contractor declares that the above conditions have been met. In the event it turns out that the vehicle indicated in an order for cabotage is not able to perform carriage due to the provisions of the above regulation, the Contractor shall be obliged to perform the transport using another vehicle.

22. In the case of cabotage operations in Germany or France, the responsibility of the Contractor for damage to the consignment or delay is limited to the following amounts (except cases of wilful misconduct or gross negligence of the Contractor or persons acting on its behalf):

a) In Germany:

- Up to 40 SDR per kg in case of damage to the consignment,
- Up to three times the carriage charge in case of delay in delivery of the consignment; 20 SDR per kg in case of damage to the consignment weighing less than 3 t,
- Up to 12 SDR per kg in case of damage to the consignment weighing at least 3 t,
- Up to the amount of carriage charge in case of delay in delivery of the consignment.

b) in France

- Up to 20 SDR per kg in case of damage to the consignment weighing less than 3 t,
- Up to 12 SDR per kg in case of damage to the consignment weighing at least 3 t,
- Up to the amount of carriage charge in case of delay in delivery of the consignment.

## **V. Stops**

23. The Principal stipulates that the first 48 hours of stop for loading and separately for unloading (72 hours in the Commonwealth of Independent States), as well as stops on Saturdays, Sundays and public holidays when loading and unloading shall be free of demurrage. The Principal shall not be liable for stops at borders, Customs Offices or on days with traffic ban for trucks. Otherwise the Contractor shall be entitled to liquidated damages in the amount of EUR 100 for each started 24 hours of downtime. The time for carriage takes into account the stops referred to above, and the consignee's failure to receive the consignment before the expiry of this time shall not be considered an obstacle to the delivery of the consignment.

24. The Contractor is obliged to document stops and their duration at loading and unloading in a stoppage card respectively confirmed by the consigner or the consignee. The basis for charging demurrage can only be the stoppage card confirmed by the consigner or the consignee. The Contractor shall be entitled to charge demurrage only in the case of informing the Principal about a delay in loading or unloading at the time of its occurrence.

## **VI. General Rules of Execution of Carriage**

25. The Contractor is forbidden to reload or make additional loading without the prior written consent of the Principal under pain of nullity.

26. The Contractor is obliged to comply with applicable customs regulations, in particular as regards the obligation to make customs clearance in the event of crossing a customs border, the proper implementation of customs procedures and their proper documentation regardless of whether such duty is specified in the order or not.

27. In the case of transport to the UK and Ireland, the Contractor is obliged to develop and comply with the procedures of securing cargo against intrusion by third parties into the cargo space, as well as against smuggling of goods.

28. In the case of transport under controlled temperature, the carrier is obliged to:

Use for carriage a vehicle equipped with a refrigeration unit in proper technical condition legally required by the ATP certificate and a calibrated thermostat with thermograph in good working condition;

- Before starting loading and carriage, make sure that the refrigeration unit is not used up, it has been properly maintained and has sufficient energy supply;
- Before loading obtain and maintain the temperature at which carriage is to be executed;
- Not turn off the vehicle engine during stops when the work of the refrigeration unit depends on the operation of the engine;
- Connect the refrigeration unit to an external power supply during stops, when this is required for the operation of the unit;
- Monitor the temperature throughout the duration of the transport;□
- Upon request of the Principal, present printouts documenting the temperature in the trailer during carriage; the printout from the thermograph must be in digital form and must contain the date, time, transport temperature, the recording rate cannot be less than every 30 min.; this printout s should be stored together with the tachograph printout/ disc for at least one year.

## **VII. Obligations Relating to Loading the Consignment**

29. The Contractor is obliged to the timely provision of a vehicle for loading. The Contractor's liability in this regard is based on the principle of risk and is independent of the fault of the Contractor.

30. At the place of loading, the driver must collect the documents necessary for the proper execution of the order, in particular the consignment note, Lieferschein, delivery note, Stock Issue Confirmation, invoices relating to the loading, certificates, specifications of goods, goods acceptance note, T-1 or T-2 document, EX, EUR etc.

31. The Contractor is obliged to check the conformity of the consignment note with the order received, in particular with regard to the person and address of the consignee. In case of any discrepancies, the Contractor should refrain from the commencement of carriage and immediately contact the Principal for instructions on how to proceed.

32. The Contractor is obliged to ensure that the consignment note includes both data of the Principal as the main carrier and data of the Contractor and possibly its subcontractor as successive carriers, confirmation of acceptance of the consignment for carriage and data of the vehicle which will be used to perform the carriage, including its registration number, personal particulars of the driver or drivers engaged in the carriage, including their full names and identity card numbers, and - if not stipulated otherwise in the specific conditions of the order – the gross amount of the carriage charge due to the Contractor for the execution of the transport in the box specifying the outstanding amount due to the carrier.

33. The Contractor is obliged to check the conformity of the goods with documentation, particularly in terms of quantity, weight, characteristic and goods numbers, as well as their condition, the condition of packaging and the state of preparation of the consignment for carriage. In the event of any objections in this respect, the Contractor is obliged to enter the objections together with their justification in all the copies of the consignment note before the commencement of the carriage and to obtain the consignor's confirmation of the objections in the consignment note.

34. The Contractor is obliged to check the correctness of loading made by the shipper and distribution of goods and, if necessary, to secure them for transport. In the event of any objections with respect to the correctness of loading and distribution of goods, the Contractor is obliged to enter the objections together with their justification in all copies of the consignment note before the commencement of the carriage and to obtain the shipper's confirmation of the objections in the consignment note. The Contractor is responsible at its own risk for the proper distribution and securing of goods during carriage.

35. The driver is obliged to have and wear safety boots and vest during the loading and unloading.

36. If it is impossible to assess the conformity of the consignment with documentation, its condition, the condition of the packaging, the state of preparation of the consignment for carriage or the correctness of loading made by the shipper, the Contractor is obliged to refuse to commence carriage and immediately contact the Principal. If the Contractor is only unable to assess the quantity of packages, the Contractor is entitled to start carriage after entering an appropriate objection confirmed by a representative of the shipper in all copies of the consignment note.

37. In the event that the shipper prevents the Contractor from making entries in the consignment notes referred to in paragraphs 32-34 and 36 or does not confirm their acceptance in the consignment note, the Contractor is obliged to refuse to start carriage and immediately contact the Principal in order to obtain instructions on how to proceed.

38. Unless otherwise stipulated in the transport order, the Contractor is not authorised to independently carry out or assist in loading. This provision shall not prevent participation in the loading as an observer.

### **VIII. Security of Transport**

39. The Contractor is obliged to carry out transport on international and national class roads (with one, two or three-digit numbers) with the exception of access roads to the place of loading and unloading, and when it is not possible to drive on such roads, in particular due to detours or roadblocks established by the police or other law enforcement agencies (e.g. because of a road accident, other emergency or force majeure).

40. The driver should take special care to secure the vehicle with the consignment against theft and burglary.

41. Subject to the provisions of paragraph 42, the Contractor is obliged to make stops only:

- a) on a guarded parking lot,
- b) on a parking lot for trucks, located at a large service station that is open around the clock, whose area is monitored and illuminated, and which is located on the main road (i.e. a motorway, expressway, international / European road marked with a one - two- or three-digit number preceded by the letter E, or a road with the status of the national road),
- c) on the premises of the Principal's transport base, provided that this place is fenced, enclosed, illuminated at night and has 24-hour monitoring including also the control of entry and exit,
- d) at the place of loading or delivery, provided that the stop takes place in a fenced and monitored area available to the shipper or consignee (generally accessible/public area located in the immediate vicinity of the shipper's or consignee's premises, including parking lots for guests arranged outside the fenced and monitored area of the shipper's or consignee's premises shall not be considered the place of loading or unloading),
- e) on a parking lot located directly at a hotel / motel situated on the main road, provided that the parking is suitable for trucks,
- f) on a parking lot suitable for parking trucks, located directly on a motorway or an express road.

42. Necessary stops are acceptable, if they result from:

- a) breakdown of the vehicle, which makes it impossible to safely continue driving,
- b) road accident with the participation of the vehicle,
- c) the need to provide assistance to victims of a road accident to the extent necessary under the provisions of law, provided that the stop occurs in a place that is as close to the location of the accident as possible, ensuring at the same time that it will not give rise to any threat to road safety,
- d) necessary refuelling and/or refilling of operating fluids, carried out at a service station, however the stop cannot be longer than 60 minutes,
- e) the need to attend to necessary customs formalities related to the execution of
- f) payment of road toll;
- g) roadside inspection or other stops resulting directly from an order of competent authorities or bodies,

- h) commands issued by competent authorities (the police, inspection of road transport or other authorized bodies) in the place indicated by their representatives, carriage and formalities connected with the crossing of a state border, border control, customs clearance, ferry check-in, as well as waiting for the performance of these activities, provided that the stop resulting from waiting takes place on a parking lot / at a designated parking place located directly at the customs terminal (customs office) / border terminal (border crossing) / ferry terminal;
- f) payment of road toll;
- g) roadside inspection or other stops resulting directly from an order of competent authorities or bodies,
- h) commands issued by competent authorities (the police, inspection of road transport or other authorized bodies) in the place indicated by their representatives,
- i) the activities of loading, adding loads, reloading and unloading goods (including waiting for the start of these operations) at the place of loading or unloading, provided that the stop takes place in a fenced and monitored area available to the shipper or consignee (generally accessible/public area located in the immediate vicinity of the shipper's or consignee's premises, including parking lots for guests arranged outside the fenced and monitored area of the shipper's or consignee's premises shall not be considered the place of loading or unloading),
- j) sudden illness of the driver, preventing safe continuation of driving, subject to confirmation of these circumstances by medical service, which provided the necessary medical assistance to the driver.
43. At each stop when leaving the vehicle the driver is obliged to lock all the original locks and activate all installed anti-theft devices, including the alarm, immobilizer, etc., and also take with him/her all the vehicle and transport documents. Leaving the vehicle outside a guarded car park is allowed for a period not longer than 60 minutes.
44. When the Contractor's contract of third party liability insurance provides for more stringent requirements for transport safety, the Contractor is obliged to respect the principles stated in the insurance contract.

### **IX. Delivery of the Consignment**

45. When delivering a consignment to the consignee the following conditions must be met:
- The consignment is delivered to the seat of the company or place of residence of the consignee specified by the consignor;
  - The consignment is delivered to an adult located at the address of delivery;
  - The person receiving the consignment confirms its receipt with legible signature;
  - The receipt must bear the following: Where the consignee is a natural person: the number of ID card or another identity document of the recipient, and the identity card or the other proof of identity must be presented to the Contractor,
  - Where the addressee is an entrepreneur / company: company stamp.
46. In international transport the Contractor is obliged to check the consignment together with the consignee within the meaning of Article 30 paragraph 2 of the CMR Convention at the time of delivery of the consignment to the consignee.
47. Unless stipulated otherwise in the carriage assignment, the Carrier is obliged to exchange returnable Euro pallets at the loading place and the unloading place at a ratio of 1:1 no later than 3 weeks from the loading or unloading day and to obtain from the consignor/ consignee a properly completed and signed original pallet receipt. The carrier has the right not to pick up pallets at the place of unloading upon receiving the following entry in the pallet receipt: "Pallets not issued due to the lack of pallets for exchange". Otherwise, the Contractor reserves the right to charge liquidated damages in the amount of EUR 15 (in the case of the carriage charge specified in EUR) or PLN 50 (in the case of the carriage charge specified in PLN) for each unsettled palette. If the amount of damage suffered by the Principal exceeds the amount of the liquidated damages, the Principal may claim damages on general terms.

48. Unless otherwise stipulated in the carriage assignment, the Contractor is not authorised to independently carry out or assist in loading. This provision shall not prevent participation in loading as an observer.

## **X. Communication**

49. The Contractor is obliged to ensure constant telephone contact between the Principal and the driver performing carriage, who should have at least one operating means of communication.

50. The Contractor is obliged to inform every 12 hours of the approximate location of the consignment.

51. In the event of any complications occurring during the performance of carriage, the Contractor is obliged to contact the Principal within maximum 15 minutes at the telephone number indicated on the carriage assignment. The Contractor takes full responsibility for acts and omissions undertaken without consultation or consent of the Principal, in particular, it will bear all expenses incurred in connection with such acts or omissions.

52. The Contractor is obliged to comply with all instructions received for handling during the taking over and carriage of the consignment, as well as the manner of securing the consignment specified in the received carriage assignment or resulting from applicable procedures, practices or customs.

53. The Contractor agrees to execute any instructions given by the Principal during transport and to change the originally concluded the contract of carriage also without presenting the first copy of the consignment note, provided that they are made in the form of a document, subject to the provisions of paragraph 54.

54. The Contractor is not obliged to follow instructions or to take into account changes in the contract of carriage, if the execution of these instructions is not possible or interferes with the normal operation of the Contractor's business. The execution of instructions in time allowing for the implementation of the originally commissioned carriage will not be considered as disturbing the normal operation of the Contractor's business, subject to the provisions of paragraph 23.

55. In cases where the necessity to execute any instructions or change the original contract of carriage does not result from circumstances attributable to the Contractor, the Contractor is entitled to additional remuneration in proportion to the increased distance that must be covered by the Contractor.

56. The Contractor is obliged within 24 hours after unloading to inform the Principal by fax or e-mail about the actual date of unloading the goods, stating the order number. If there is more than one place of unloading, the date of unloading at the last place must be given.

## **XI. Personal Data Protection**

57. The Client transfers data to Virtus Logistics, including names, addresses, and contact data, in order to perform a transport contract. Such data constitute personal data in the light of Polish and European laws, thus imposing on Virtus Logistics the obligation to protect them and allowing their processing only within the scope and for the purpose necessary to fulfil the performance of contractual provisions.

58. Making personal data available to Virtus Logistics is a condition necessary to perform the provisions hereof and at the same time the main purpose of processing personal data. If no consent is given to processing personal data, the above-mentioned provisions cannot be complied with.

59. The Client, as a data subject whose data are processed, is entitled to access his personal data, revise, delete, limit processing, object to further processing, and withdraw consent to processing, transfer data and make a complaint to a supervisory authority.

60. A consent to processing data may be withdrawn by sending a relevant document to Virtus Logistics Sp. z o.o., al. Zwycięstwa 250, 81-540 Gdynia or by e-mail to \_\_\_\_\_.

Exercising this right shall not affect data processing before the above-mentioned official withdrawal of consent. Upon withdrawing a consent, the data processing period is terminated.

61. Virtus Logistics undertakes to fulfil its obligations with due care for the security of any received personal data, by fulfilling contractual provisions and following the standards, procedures, and rules within data protection introduced in its organization based on the Polish and European laws (including the General Data Protection Regulation of 27 April 2016 and the Act on Personal Data Protection of 10 May 2018).

62. Virtus Logistics is obliged to notify the Client as soon as possible of any leakage of data even if no leakage has been determined explicitly, but it is probable that a breach of data has occurred. Virtus Logistics shall not make any data available to any persons not authorised by the Client or under the rules of law.

## **XII. Carriage Documentation**

63. The payment period is 55 days, unless the contract stipulates otherwise, and this period is counted from the date of receipt of a properly issued invoice and a set of documents.

64. An invoice indicating the Principal's order number together with the original and confirmed two pieces of neutral CMR containing: legible date, legible signature and stamp of the consignee, with filled in boxes 16 and 20 in accordance with the accepted order and two sets of all the documents accompanying the consignment (in particular the *Lieferschein*), must be issued in the month in which the unloading took place, and delivered within 14 days of unloading.

65. Failure to meet the deadline for delivery of the invoice along with the documents shall result in charging a contractual penalty in the amount of PLN 60 (if the contractual remuneration is denominated in Polish currency) or 15 EUR (if the contractual remuneration is denominated in a foreign currency) for each day of delay, or in extension of the payment period by 60 days, at the Principal's choice.

66. In the case of carriage to the countries of the Commonwealth of Independent States, the following stamps are required in the CMR document: "*TOWAR POSTUPIŁ*" and "*WYPUSK RAZRESZEN*", as well as date, signature and stamp of the recipient of goods. The Contractor shall, within 24 hours after unloading, send to the Principal by fax or e-mail the CMR document in order to verify whether the correct stamps have been applied.

67. In the event of the application of customs procedure during carriage, the Contractor is obliged to send along with the invoice a document confirming its proper discharge (e.g. SAD, EX1, T-1) countersigned by the competent Customs Office. The lack of these documents shall result in the Contractor's obligation to reimburse the Principal any costs associated with the charges imposed on the Principal by the customs office, tax office or another entity.

## **XIII. Subcontractors**

68. The Contractor is obliged to perform the carriage assignment personally. The Contractor may subcontract the performance of this contract to a third party only with the Principal's consent given in the form of a document to be valid. In the event of breach by the Contractor of the provisions of this paragraph, the Principal may charge liquidated damages in the amount of gross carriage charge.

69. In the case of subcontracting the implementation of this contract to a third party, the Contractor is obliged to choose an entity that:

- a) Has the licenses, concessions and / or permits to conduct this type of activity required by law and
- b) Has insurance coverage that meets the requirements set out in paragraph 4.

70. When contracting the transport of goods with a new carrier, to which the Contractor has not ordered carriage before, the Contractor is obliged to check the reliability of the carrier by:

a) Calling the carrier at the company landline or mobile phone at its headquarters and confirming by phone making an offer for transport or the acceptance of the order; it is recommended that the Policyholder should independently establish the phone number (e.g. using the internet) and note the name of the interlocutor after the call.

b) Verification of copies of documents received from the carrier:

- Excerpt of the entry in the National Court Register on the website of the Ministry of Justice [https://ems.ms.gov.pl/](https://ems.ms.gov.pl/;);

- Decision on assigning tax identification number NIP and company statistical number REGON on the relevant websites, e.g.: Central Statistical Office: <http://www.stat.gov.pl> and / or CEIDG: <https://prod.ceidg.gov.pl>, and / or INFOR: <http://www.infor.pl/kalkulatory/regonnip.html>

- Transport licenses and /or authorisations to engage in the for the provision of carriage – on <http://gitd.gov.pl/botm/index.php>

In the case of a foreign subcontractor, making verification in the country of registration of the actual carrier, e.g. using the European e-Justice portal: [https://e-justice.europa.eu/content\\_business\\_registers\\_in\\_member\\_states-106-pl.do](https://e-justice.europa.eu/content_business_registers_in_member_states-106-pl.do) or European VAT register: [http://ec.europa.eu/taxation\\_customs/vies/?locale=pl](http://ec.europa.eu/taxation_customs/vies/?locale=pl)

c) Obtaining written or telephone confirmation by the insurance company, with which the carrier has entered into a contract of carrier liability insurance, of the validity of this policy, the payment of premiums and the insurance coverage appropriate for the given assignment, taking down the phone number and the name of the interlocutor, the date of the call and the name of the person giving the confirmation; in the case of refusal by the insurance company to confirm the carrier liability insurance, the Insured is obliged to document this fact with a note containing the phone number, date, name of the interlocutor and the reason for refusal, and in the absence of confirmation for another reason, a note containing the phone number and an appropriate justification.

71. In the case of subcontracting the implementation of this contract to a third party, the Contractor is obliged in its contract with the subcontractor to ensure the compliance by the subcontractor with the provisions hereof, in particular with paragraphs 6, 9-12, 14-15, 17-19, 21, 25-56, 58, 60-88 and 90.

72. The Contractor is obliged on the date of concluding the contract with the subcontractor to submit to the Principal the subcontractor's documentation referred to in paragraph 6, 9, 14, 18 and 19.

73. The Contractor bears full responsibility for its subcontractors, subsequent subcontractors, as well as all persons who perform carriage commissioned by the Principal to the Contractor. The above full responsibility is not affected by whether the above persons are solvent. The Principal may make recourse claims against the Contractor also in a situation where the Contractor personally did not cause any damage.

74. In case of damage in transport or delay, the Customer shall be entitled to charge the Contractor with the costs of remedying the damage from the moment when it is called to cover them, even in a situation when it has not repaired the damage yet.

75. In international transport the Contractor taking over the consignment and the consignment note does so also on behalf of the Principal and thus enters as a successive carrier within the meaning of Article 34 of the CMR Convention into the original contract of carriage under the terms stipulated in the consignment note, doing it both on its own behalf and on behalf of the Principal. The provisions of paragraphs 67-68 hereof shall modify the regulations provided for in Article 37 of the CMR Convention.

#### **XIV. Trade Secret and Unfair Competition**

76. The Contractor undertakes to preserve the confidentiality and without the prior written consent of the Principal not to disclose to any third party, including other shippers and carriers, and not to use for purposes other than those arising from this assignment, any information concerning the activities of the Principal and the subject matter of this order, received or disclosed in connection with this order. In the event of breach of this obligation the Contractor shall pay liquidated damages in the amount of EUR 10,000.

77. By accepting this order the Contractor declares that it is aware that all information relating to carriage, such as the consignor, consignee, the Principal's contractor, routes and carriage charges constitute the Principal's trade secret.

78. Accordingly, the Contractor is not authorised to use in its activities information that constitutes trade secret during the execution of the contract and the period of 3 years after its completion. In particular, the submission of offers directly to the Principal's customers and execution of carriage for them without the intermediation of the Principal shall be considered a breach of this obligation.

79. Any entity at which the loading or unloading takes place during the implementation of the assignment given to the Contractor, any entity indicated in the consignment note as the consignor, consignee or carrier during the execution of the assignment given to the Contractor, as well as any entity of which the Contractor is aware that gave an order for carriage to the Principal, which is subsequently entrusted to the Contractor shall be considered as the Principal's customer. The Contractor's remuneration under this contract also includes the obligation to comply with the provisions of this paragraph. If the Contractor does not agree to these provisions, it should make reservations before the commencement of carriage, and the rate of remuneration shall then be reduced by an amount equivalent to EUR 200.

80. The submission of offers directly to the Principal's customers or the execution of carriage for them without going through the Principal by entities linked to the Contractor personally or by capital shall also be considered a breach of the obligation referred to in paragraph 72.

81. An entity linked with the Contractor personally or by capital shall include:  Any entity having more than 10% of the share capital of the Contractor;

- Any entities in which the Contractor has more than 10% of the shares;

- Entities which together with the Contractor are partners in a partnership;

- Entities which are partners of the Contractor being a partnership;

- Members of the governing bodies of the Contractor being a corporation;

- Ascendants and descendants, siblings and kinsmen by affinity up to the first degree of the Contractor, as well as any of the entities described above.

82. Moreover, the submission of offers directly to the Principal's customers or the execution of carriage for them without going through the Principal by the Contractor's subcontractors using which it performed carriage for the Principal shall also be considered a breach of the obligation referred to in paragraph 72, provided that it refers only to those customers of the Principal for whom the subcontractor performed carriage in execution of the contract of carriage commissioned by the Principal to the Contractor.

83. In the event of a breach by the Contractor of the obligation set out in this clause, the Customer is entitled to charge liquidated damages in the amount of EUR 100,000 for each violation.

84. The Contractor is forbidden to distribute false or misleading information about the Principal and/or the enterprise run by the Principal. The information referred to above shall include false or misleading information, in particular about persons managing the company, goods manufactured or services provided, applicable prices, economic or legal status of the Principal. The above prohibition applies to the dissemination of information using all forms of communication, particularly through the mass media, including electronic communication through websites, internet forums, email, social networking, professional services and specialized freight exchanges. Within the scope indicated above, it is the Contractor's responsibility to prove the veracity of its claims.

85. The Contractor is forbidden to disclose to third parties, including other shippers and carriers, the Principal's customers, consignors and consignees and entities engaged in the business of debt collection any information on the status of settlements between the Principal and the Contractor, including the amount of remuneration of the Contractor, payment terms, debt and other financial information relating to the Principal.

86. In the event of a breach by the Contractor of the obligations set out in paragraphs 78 and 79, the Principal shall have the right to charge liquidated damages in the amount of PLN 10,000 for each violation.

### **XV. Liability and Liquidated Damages**

87. In the case of notifying the Contractor by the Principal or a court of initiating legal proceedings involving the Principal, the object of which is the proper fulfilment of obligations relating to the carriage carried out by the Contractor or liability for damage resulting from such carriage, the Contractor is obliged to accede to such proceedings as an outside intervener on the side of the Principal. In the event of breach of this obligation the Contractor shall pay liquidated damages in the amount of EUR 10,000.

88. The Contractor shall be liable to the Principal for any damage that the Principal has suffered as a result of breach by the Contractor of the obligations set out in paragraph 26. In particular, the Contractor shall be obliged to reimburse the Principal any amounts with which the Principal was charged by the competent customs authorities and other entities in connection with the violation of the obligations by the Contractor.

89. The Contractor shall be liable to the Principal for failure to comply with the regulations referred to in paragraph 2. In particular, the Contractor shall be obliged to reimburse any amounts with which the Principal was charged by the competent authorities and other entities in connection with non-compliance with these regulations by the Contractor.

90. In case of a delay in the provision of a vehicle at the place of loading, the Principal reserves the right to charge liquidated damages in the amount of gross carriage charge.

91. In case of failure to provide a vehicle at the place of loading or non-performance by the Contractor of its obligation, and also in the event of failure to take the whole or part of the cargo, the Principal reserves the right to charge liquidated damages in the amount of gross carriage charge.

92. In case of a delay in providing a vehicle at the place of unloading, the Principal reserves the right to charge the following liquidated damages:

- In the case of domestic carriage, in the amount equivalent to twice the gross carriage charge;
  - In the case of international carriage, in the amount in the amount of gross carriage charge;
  - In case of cabotage carriage, in the amount determine by the local law
- unless the carriage assignment stipulates otherwise.

93. In the event of a breach by the Contractor of any of the obligations set forth in paragraphs 6, 9-12, 14-15, 17-19, 21, 25-28, 30-41, 43-53, 56 and 60-66, the Principal will be entitled to charge the Contractor with liquidated damages in the amount of gross carriage charge for each violation.

94. In the event of termination by the Principal of the contract with the Contractor for reasons attributable to the Contractor, the Principal shall be entitled to charge the Contractor with liquidated damages in the amount of gross carriage charge.

95. In the case of default on the part of the Principal, in particular in the absence of goods for loading, the Principal shall be liable for documented damage incurred by the Contractor, which may not exceed the amount of EUR 100.

96. The obligation to pay liquidated damages by the Contractor provided for in this Contract shall be independent of the damage and shall not preclude claiming additional compensation on general terms.

### **XVI. Settlements**

97. In case of a complaint brought by the Principal with respect to improper performance of the contract of carriage, freight payment period shall be suspended until the clarification of all questions relating to the determination of the size and amount of the damage and the person responsible for it, however not longer than 120 days.

98. In the event the Principal is charged with liquidated damages by its customer, the Contractor is obliged to pay it in the amount claimed by the customer within 3 days of the summons by the Principal, without the necessity of presenting by the Principal of evidence on the amount of damage suffered by the customer.

99. The Contractor agrees to setting off any claims of the Principal under the contract of carriage with the remuneration of the Contractor for services rendered and any other debts that the Contractor may have against the Principal.

100. Without the prior consent of the Principal given in writing to be valid, the Contractor is not authorised to transfer (assign) to another entity any amounts owed to it from the Principal in respect of carriage performed, nor make an offer to conclude such a contract.

101. In the event of a breach by the Contractor of the provisions of paragraph 94, particularly in the case of submitting accounts receivable for sale on debt exchange, the Principal shall be entitled to charge the Contractor with liquidated damages in the amount of gross carriage charge resulting from the contract, from which the debt has been or is to be assigned. In the case of concluding or offering to conclude a contract with respect to accounts receivable arising from a number of contracts, the liquidated damages shall be cumulative.

102. The Contractor waives any claims arising from the provisions of Article 10 paragraph 1 and 2 of the Act of 8 March 2013 on payment periods in commercial transactions, to pursue which it is entitled with respect to the Principal in respect of events occurring prior to the conclusion of each contract, to which these General Terms and Conditions apply.

#### **XVII. Conclusion of the Contract and its Amendments**

103. If no refusal is sent by the Contractor within 30 minutes of forwarding to it by fax or e-mail of a transport order, it shall be understood as the acceptance of such an order for execution on the conditions set out therein. A refusal referred to in the previous sentence should be sent by fax or e-mail at the number / address indicated in the order.

104. Taking any steps aiming to execute an order shall also be regarded as its acceptance.

105. An order can only be accepted without reservations - the application of Article 681 of the Civil Code with respect to these conditions is excluded. The Contractor cannot accept an assignment under a certain condition or making a proviso regarding time.

106. In the event that the Contractor sends back to the Principal an order with deletions or changes, such deletions and changes will be considered ineffective and the offer will be regarded as accepted without reservations.

107. In the case that the Contractor sends to the Principal a counter offer in response to an offer of an order sent by the Principal to the Contractor, the Principal stipulates that such offer shall not be subject to its tacit acceptance, and its acceptance shall require confirmation in the form of a document to be valid.

108. The content of an order and these terms and conditions constitute the entire agreement regarding mutual rights and obligations, and earlier negotiations on the content of the contract have no legal significance.

109. Any amendments to the contract must be made in the form of a document to be valid.

#### **XVIII. Withdrawal and Termination**

110. The Principal is entitled to withdraw from the contract without giving any reasons, however not later than 1 hour prior to the scheduled time of loading.

111. The Principal is entitled to withdraw from the contract through the fault of the Contractor without calling for its implementation, if the Contractor declares that it will not perform the contract under the conditions specified therein. This also applies during the period prior to providing a vehicle for loading.

112. The Principal is entitled to withdraw from the contract through the fault of the Contractor without calling for its implementation in the event of a delay in providing a vehicle for loading by the Contractor.

113. The Principal may exercise the right stipulated in paragraph 106 also prior to the date of providing a vehicle for loading, if facts show that the Contractor will not be able to provide the vehicle for loading on time.

114. Withdrawal from the contract must be made in the form of a document to be valid.

#### **XIX. Final Provisions**

115. In matters not covered by this Contract, the relevant provisions of Polish law, and in the case of international transport, additionally the CMR Convention shall apply; and in the case of cabotage, laws of the country in which the cabotage transport is performed shall be applicable with respect to the principles of execution of the contract of carriage.

116. The competent court to hear disputes that may arise from the conclusion or performance of this contract shall be a competent common court in Gdańsk.