

General Terms and Conditions for Transport Services („OWUP”)

Polonia Logistyka sp. z o.o. with its registered office at ul. Kwiatkowskiego 1 (42-300), entered into the Entrepreneurs Register by the District Court in Częstochowa, 17th Commercial Division of the National Court Register under NCR no.: 0000227372, NIP [Tax Id. No.]: 5771805193, REGON [Business Statistical No.]: 151544303, hereby commissions road transport services of goods in domestic and international transport under valid regulations, in particular under Transport Law of 15th April 1984, Convention on the Contract for the International Carriage of Goods by Road of 19th May 1956 (CMR), hereinafter referred to as CMR Convention, and under these General Terms and Condition for Transport Services, hereinafter referred to as OWUP.

GENERAL PROVISIONS

1. The Service Provider concluding the transport agreement with the Ordering Party agrees to provide transport services based on this OWUP, which constitutes general terms and conditions of agreements in the meaning of provisions of the Polish Civil Code.
2. Any deviations from the wording of OWUP require approval of the Ordering Party expressed in writing or else shall be null and void.
3. OWUP shall be available in the registered office of the Ordering Party and under the website address: https://polonialogistyka.pl/wp-content/uploads/owup/owup_en.pdf .
What is more, content of OWUP shall be sent to the Service Provider along with the transport order to the e-mail address indicated by the Service Provider. Any amendments to OWUP shall be made available in the manner defined in previous sentence.
4. The Service Provider confirms the acceptance of the transport order sending e-mail message accepting the order to the address indicated by the Ordering Party, as well as in a way of “silent acceptance” undertaking execution of the transport within 30 minutes from receipt of the e-mail message with the order on the electronic device of the Service Provider. The above is confirmed by the receipt of the transport order by the Service Provider and his familiarization with the wording of these OWUP. The Service Provider hereby accepts application of provisions of these OWUP.
5. Should the Service Provider accept and not complete an order, the Ordering Party shall charge the Service Provider with thus incurred damage, for example by requesting the contractual penalty to be borne by the Service Provider.
6. Goods transport order may only be accepted without any reservations accepting any and all provisions defined by the Ordering Party.
7. The Parties hereby agree that any and each person sending, receiving, and accepting the order (consisting of the transport agreement) shall be authorized to conduct such activities for the Ordering Party or the Service Provider. A Party hereby undertakes to immediately inform the other Party in writing on any and all changes of persons authorized to contract obligations on a given Party’s behalf.
8. Shipment or goods shall, in OWUP, also mean their packaging.

DETAILED PROVISIONS RELATED TO TRANSPORT

9. the Service Provider is obliged to cooperate in realisation of transport, including informing the Ordering Party about the date and hour of loading and unloading, otherwise the amount of 25 euro shall be deducted from the freight rate (remuneration for transport).
10. The Service Provider is not allowed to make any added load/reloading, or depalletize goods, as well as break the packaging.
11. Loading/unloading
 - a) Loading/unloading from the ramp. Unloading is only possible when goods are placed for unloading at the back of the vehicle/semi-trailer.
 - b) If the Ordering Party transport order requires the Service Provider to load or unload the shipment, the Service Provider shall be fully liable for any damage to the goods resulting from loading and unloading activities undertaken by his driver.

- c) the Service Provider is fully liable for damage to the goods resulting from loading and unloading activities undertaken by his driver, if the above-mentioned activities were undertaken without the obligation to perform them resulting from an express provision in the transport order received from the Ordering Party.
12. The Service Provider shall indicate the order number on the VAT invoice issued for transport – it is the condition for the Ordering Party to approve the invoice.
13. Vehicle used for transport, delivered to the loading place, shall be clean, dry, hermetical, free of any foreign odor, and adjusted to the type of goods transport defined in the order. In the case the vehicle delivered fails to meet the above-mentioned conditions, it shall be considered as failure to deliver vehicle for transport.
14. The Service Provider shall make sure that the documents received in the place of loading are original and correctly issued /VAT invoice, goods origin certificate, EUR1/.
15. In the case of any difficulties in the process of order execution, the Ordering Party should be immediately notified to the phone number of the ordering person indicated at the end of the order, or else the Party shall not be entitled to invoke to the said circumstances in the case of failure to execute or insufficient execution of transport, unless mandatory provisions of law state otherwise.
16. In the case of demurrages for loading/unloading, the Service Provider shall be obliged to present the confirmed demurrage card. 24 hours during loading and 24 hours during unloading are not subject to demurrage costs, as well as Saturdays, Sundays and statutory holidays in the country of demurrage.
17. The Ordering Party accepts documented costs of demurrage in the amount up to EUR 100 for each day above the time free of any demurrage costs. We shall not accept any other costs resulting from the demurrage of the Service Provider's vehicle.
18. At the acceptance of the shipment for transport, the Service Provider shall assume any and all liability for its loss, defect or damage. The Service Provider shall, at the acceptance of the shipment for transport, check if the shipment is compliant with the sender's statements included in the waybill (condition of the shipment, its packaging, etc.), and if provisions regarding goods admitted for transport under specific conditions are met. In the case of no reservations, it is considered that the goods along with the packaging was released to the Service Provider in proper condition. In the case of any damage during transport, the Service Provider shall be obliged to immediately draw up a written protocol signed by his driver and the sender or the recipient of the shipment, as well as is obliged to immediately inform the Ordering Party on any reservations or damage, and next he shall submit the protocol to the Ordering Party. In the case Service Provider fails to draw up the protocol on the above-said circumstances, and fails to inform the Ordering Party, the Service Provider hereby agrees to cover any and all costs related to the damage incurred during transport.
19. The Service Provider must have, valid from the date of acceptance of the transport order and during its execution and at least 30 days after its completion, third-party liability insurance for a sum of insurance covering damage to and shortages of goods in international transport with a value of 8.33 SDR per 1 kg gross weight of goods and in domestic transport with a minimum of eur 250,000. The Service Provider must hold a licence (relevant permit) for international and domestic transport.
20. In case of providing a vehicle for loading or unloading untimely, the Service Provider shall be charged with damages incurred by the Ordering Party, or a contractual penalty of twenty per cent of the freight for each hour of delay
21. In case the Service Provider fails to provide a vehicle (mean of transport) for loading the goods, the Ordering Party is entitled to contract the transport order to another party at the Service Provider's expense and demand a repair of the damage in this respect, or charge the Service Provider a contractual penalty of fifty per cent of the freight.
22. Transport road shall be determined by the Service Provider considering requests of the Ordering Party.
23. In all other cases of improper performance of transport order, not settled in the remaining stipulations of OWUP (General terms and conditions of performing transport services), inter alia: causing a loss, diminution or damage to the transported goods, the Service Provider shall be charged with the damage incurred by the Ordering Party. a
24. Improper (not in line with the conditions determined in the written transport order), or untimely performance of the transport order shall cause stop of all payments for the Service Provider until the issue is explained, no longer than 30 days. The above signifies that the payment term for the transport shall be automatically postponed by the above mentioned period.
25. The Service Provider is obliged to issue a VAT invoice not later than within 14 days from the date of transport service completion and to deliver it to the Ordering Party with the originals of transport documents within 21 days from the date of transport completion, otherwise the freight rate (remuneration for transport) shall be reduced by 20%.
26. The Parties mutually agree that the Service Provider is entitled to full remuneration for the transport (the freight rate) if the order of transport service is performed correctly, including delivery of the VAT invoice within the deadline

- ✓ the period and hours which differentiate the payment of regular remuneration and the overtime allowance,
- ✓ the leaves and holidays and the associated rules of remuneration;
- any document confirming the factual payment of remuneration,
- a copy of appointment of the representative by the company, in compliance with the requirements specified in article R 1263-2-1 of the Labor Code;
- in case of need – the name of the collective agreement applicable to the employees,
- a copy of a valid posting certificate,
- the employment agreement of the posted employee.

as well as the other documents required in compliance with the contents of decree No. 2016-418 of 7 April 2016 – Official Journal of the Republic of France No. 0084 of 9 April 2016, text No. 4 (Décret n° 2016-418 du 7 avril 2016 - JORF n°0084 du 9 avril 2016 texte n° 4).

- To observe the provisions of the Act of 1 June 2016 on the employment of seconded employees in the EU (“WAGE EU”) as regards minimum wage in the Nederland.

- To observe the provisions of Federal Public Service Employment, Labour and Social Dialogue concerning minimum wage in Belgium

35. The Service Provider shall not subcontract the works to any subcontractor or another entity.

36. The Service Provider shall be entitled to subcontract the works to a subcontractor or any other entity exclusively upon prior consent of the Client. In such cases, the Service Provider shall notify the Client of the name and the registered office address of the subcontractor and shall oblige the subcontractor to individual performance of the services and to compliance with the obligations specified in section 1. With reference to the obligations regulated in the contract, the Service Provider shall exert due care when selecting a subcontractor and shall control compliance with the obligations specified in the MiLoG as well as the obligations under decree No. 2016-418 of 7 April 2016 – Official Journal of the Republic of France No. 0084 of 9 April 2016, text No. 4 (Décret n° 2016-418 du 7 avril 2016 - JORF n°0084 du 9 avril 2016 texte n°4), amended act on preventing wage and social dumping (Lohn- und Sozialdumping-Bekämpfungsgesetz, LSD-BG) in Austria, decree no. 136 of 17th July 2016 on inimum wage in Italy, provisions of Labour Code, articles L. 141-1, L. 141-2, L. 141-3 in Luxembourg and those not mentioned in terms of payment of the minimum wage.

37. PERMITTED PARKING (SHORT-STAY) LOCATIONS during the order performance:

- parking lots (including motorway service areas) for trucks located directly at the motorway/expressway
- guarded places
- parking places designated by recipients and senders for trucks
- places designated by the police/other authorized authorities
- 24-hour petrol station
- short-stay places at customs offices, border crossings, ferry terminals
- if the driver does not leave the vehicle – 24-hour petrol station

Each place if parking is due to one of the following reasons:

- operational failure of the vehicle, i.e. the means of transport, which shall be understood as damage to or breakdown of the means of transport and/or its equipment
- failure preventing the delivery of the load to the destination and/or in the condition in which the load was sent for transport,
- road accident of the means of transport,
- providing assistance to accident victims
- sudden illness of the driver, preventing further travel,
- sudden deterioration of weather conditions, preventing further travel,
- performance of activities related to the delivery/collection of cargo,
- handling formalities related to the transport of the shipment at border crossings, customs offices, ferry terminals,
- performance of instructions from the police or other authorized authorities,

whereas the Contractor bears the burden of proof of the mentioned circumstances of the necessary parking time."

38. Each time the Client is entitled, under these General Terms and Conditions of Transport, to charge any amount hereunder to the Service Provider, the Client shall issue and deliver to the Service Provider an appropriate accounting

Polonia Logistyka Sp. z o.o.

Siedziba:

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document (including a debit note) covering such amount. When issuing such appropriate accounting document, the Client shall calculate the value of Euro according to the average exchange rate published by the National Bank of Poland on the day preceding the issue date of the accounting document.

39. Court of proper venue for settlement of any disputes resulting from the transport or carriage agreement concluded with the Ordering Party shall be District Court Katowice-Wschód in Katowice.