

General Terms and Conditions of Carriage, 01st April 2020

1. If, within 30 minutes of the receipt of the order, the Contractor fails to send to the Ordering Party an order acceptance refusal via e-mail or fax, the Parties shall agree that the order has been accepted for realization by the Contractor under the conditions specified therein. Any corrections or modifications made by the Contractor of the order content are not binding unless they have been expressly accepted by the Ordering Party.

2. The Contractor is obliged to have a current and paid out policy of the OCP-Carrier [third party insurance] respectively in national or international traffic, for an amount of at least EUR 150,000. The Contractor's policy must cover the full scope of insurance, which means the insurer's liability for damages consisting in theft or robbery and no exclusions regarding the coverage for a selected type of property accepted for transport or territory of the country to which the transport is carried out.

3. The Contractor shall be fully liable for any damage related to the carriage and undertakes to discharge the Ordering Party from any liabilities resulting from failure to or incorrect performance of this order reported by third parties.

4. The Contractor is obliged to perform the transport carriage personally and the performance of the carriage by a subcontractor is only possible if the Contractor has obtained prior written consent of the Ordering Party. In case of a breach of the obligation referred to in the previous sentence, the Carrier is obliged to pay for the benefit of the Ordering Party a contractual penalty in the amount of EUR 500. If the reserved contractual penalty does not fully cover the damage suffered by the Ordering Party, the Ordering Party is entitled to claim damages in excess of the amount of the reserved contractual penalty under general rules of law.

5. The Contractor is obliged to perform the transport using the car kit, which is technically efficient, has a tight loading area, clean and without foreign odors, is equipped with at least 16 certified lashing straps, a set of load securing boards, two spreader beams, 32 corners, anti-slip mats. Semi-trailers of a reefer trucks type must have an efficient aggregate and the ability to maintain in the vehicle the temperature indicated in the order. Confirmation of maintaining in the vehicle the temperature indicated in the order is a printout from the thermograph.

6. In the case of transports requiring temperature maintenance, the Contractor is obliged:

- to comply with the transport temperature and type of means of transport (isotherm) specified in the transport instructions and
- to equip the means of transport with a technically efficient refrigeration unit and technically efficient and calibrated thermostat with a thermograph
- not to switch off the vehicle engine at standstills, if the refrigeration unit operation is dependent on the engine operation and/or
- to connect the refrigeration unit to an external power source during standstills, when the aggregate operation requires it

7. In the case of the transport of ADR dangerous goods, the Contractor is obliged to strictly comply with the legal provisions regulating the admissibility and principles of transport of dangerous goods.

8. The untimely availability of the vehicle for loading entitles the Ordering Party to charge the Contractor with a contractual penalty in the amount of 1/2 of the remuneration for the performance of this order. Failure to make the vehicle available for loading entitles the Ordering Party to charge the Contractor with a contractual penalty in the amount of twice the remuneration for the performance of this order. If the reserved contractual penalty does not cover fully the damage suffered by the Ordering Party, the Ordering Party has the right to claim damages exceeding the amount of the contractual penalty under general rules of law.

9. The driver indicated by the Contractor, during the performance of the order is obliged to:

- be present during loading and unloading of entrusted cargo;
- properly distribute the cargo, including the maintenance of permissible axle loads and securing cargo in the cargo space;
- check the documentation provided to him in terms of completeness and compliance with the actual state of the cargo (quantity, weight, features and number of the cargo) and received transport order;
- check the condition of the cargo (packaging method) prepared for the transport and, in case of any comments, enter them in the presence of the unloader/loader to the waybill or CMR document;
- confirm the acceptance of the cargo for the transport by entering in the waybill or CMR the name and surname of the driver, vehicles registration numbers, which shall be the same as those given in the order acceptance confirmation, any comments on the method of loading or the condition of the cargo;
- close the vehicle to all factory locks and activating anti-theft devices, in case of leaving the vehicle's cabin or moving away from the vehicle resulting in inability to look after the car.

10. All standstills and delays in the performance of the order must be immediately reported by the Contractor to the e-mail address and by telephone to the Ordering Party and confirmed by the loader or unloader in the vehicle's downtime card. Failure to report a standstill prevents applying for the reimbursement for standstill costs referred to in the paragraph below.

11. The remuneration rate set in the order includes the standstill time pending the loading and unloading up to 24 hours in case of national transports and up to 48 hours in case of international transports, as well as the standstill time on Saturdays and public holidays. In the event of exceeding the deadlines indicated in the previous sentence, for each full day of standstill, the Contractor shall be entitled to charge the Ordering Party with a contractual penalty in the amount of EUR 25 in national traffic or EUR 50 in international traffic. The maximum amount of a contractual penalty due to this cannot exceed EUR 100 in national traffic and EUR 200 in international traffic.

12. After loading of the goods, the Contractor shall not perform any activities that would breach the integrity of the transported goods, in particular, depalletize, pile up, reload the goods without the consent of the Ordering Party. In case of a breach of this provision, the Ordering Party is entitled to charge the Contractor with a contractual penalty in the amount of the remuneration for the performance of this order. If the reserved contractual penalty does not fully cover the damage suffered by the Ordering Party, the Ordering Party is entitled to claim damages transferring the amount of the reserved contractual penalty provided under general rules of law.

13. The Contractor is responsible for loading of the goods – along with distribution of the goods on a semi-trailer, including the maintenance of permissible axle loads, fastening and securing. If loading operations of the goods are carried out by the loader, the Contractor is obliged to check the correctness of loading, along with checking the distribution of the goods on the semi-trailer, including the meeting the permissible axle loads, he is also obliged to properly fasten and secure the goods during the transport.

14. The Contractor is obliged to report immediately to the Ordering Party all failures, delays, obstacles relating to the execution of the order, after its occurrence.

15. The vehicle standstills along with the cargo should be carried out in secured parking lots (ensuring the highest possible level of security). A standstill outside a secured parking lot is admissible if one of the following circumstances occurs:

i. the standstill results from:

- accident, failure of the means of transport preventing safe and legitimate continuation of driving
- transferring of the cargo at the place of delivery
- the need to help victims of an accident
- making customs formalities or formalities connected with toll-free passage
- the situation when the driver suddenly falls ill, if it is not possible to continue driving
- a decision of the control unit, state authority, or the necessity of waiting for a control when crossing the state border, or

ii. the standstill takes place in the parking lot at the petrol station, hotel, motel, restaurant as a result of:

- regulations on drivers' working time
- refueling, refilling with other liquids or completion of consumables necessary to continue safe driving
- using the toilet, shower, dining or

iii. the standstill takes place in the places designated for heavy duty vehicles, road tractors with trailers, semi-trailers – excluding forest and field parking lots.

16. If in the order, in the "REMARKS" field there are additional requirements concerning the transport, the Contractor is obliged to comply with them. In case of a breach of this provision, the Ordering Party is entitled to charge the Contractor with a contractual penalty in the amount of the remuneration for the performance of this order. If the reserved contractual penalty does not fully cover the damage suffered by the Ordering Party, the Ordering Party is entitled to claim damages in excess of the amount of the reserved contractual penalty under general rules of law.

17. Unloading of the goods is only permitted at the site and time of unloading given by the Ordering Party. Modifications of the site or time of unloading are possible only upon the express consent of the Ordering Party. If in the document issued to the Contractor at the loading site, data incompatible with the data contained in this order appear, the Contractor is obliged to explain and agree with the Ordering Party any inaccuracies before the performance of the order.

18. The Ordering Party shall order the Contractor to deliver the shipment in a place other than indicated in this order. In the event when the Contractor incurs additional costs of realization of the changed order, the Contractor's payment is calculated as the product of additional kilometers driven and rate per kilometer accepted for the given order.

19. If the order indicates that the pallets are returnable, the Contractor is obliged to return them within 30 days (unless "REMARKS" field states otherwise) to the loading site or to other place indicated by the Ordering Party. The driver shall not refuse to receive pallets at the recipient of the goods. If the pallets will not be returned within the above mentioned time, the Ordering Party is entitled to charge the Contractor with a contractual penalty in the amount of EUR 10 for each pallet. If the reserved contractual penalty does not fully cover the damage suffered by the Ordering Party, the Ordering Party is entitled to claim damages in excess of the amount of the reserved contractual penalty under general rules of law.

20. Within the period of 6 months from the execution of this order, the Contractor undertakes not to provide transport and freight forwarding services for the Ordering Party's clients - a "non-competition". For the purposes of this order, the term "Ordering Party's client" should be understood as each entity and person related to the execution of the transport service, above all entities indicated as the buyer, recipient, loader or unloader in the waybill or other transport documents. The Parties establish that in the event of breach of the non-competition, the Ordering Party is entitled to charge the Contractor with a contractual penalty in the amount of EUR 20,000. If the reserved contractual penalty does not fully cover the damage suffered by the Ordering Party, the Ordering Party is entitled to claim damages in excess of the amount of the reserved contractual penalty under general rules of law.

21. The remuneration due to the Contractor includes an additional service of declaration of the special interest in the goods delivery in the amount 10 EUR.

22. The remuneration for the performance of this order is payable in EUR.

23. The payment deadline specified in the content of the order is counted from the date of delivery of the original invoice or correcting invoice with the original CMR letter/waybill confirmed by the recipient of the cargo (stamp, signature) and a set of documents attached. In case of reported complaints regarding the condition of the cargo or the performance of the transport, the settlement will take place after the complaint or investigation procedure is completed.

24. The invoice must content the number of the order (numbers of every order in case of collective invoicing).

25. The invoice must be issued for the head office (Zielonka) and send to the Ordering Party's correspondence address, given in the order heading.

26. The Contractor undertakes to provide the Ordering Party with an invoice together with a set of the original transport documents within 10 days from the date of unloading.

27. The payment date is the date of debiting the Ordering Party's bank account. If the payment deadline falls on Saturday, Sunday or holiday or Monday, the transfer is made on the next business day, which means that the payment deadline is met.

28. In case of delay in providing the Ordering Party with the set of the original transport documents confirming the execution of the service:

- Up to 10 days after the deadline – the Ordering Party is entitled to charge the Contractor with a contractual penalty in the amount of the 10% of the remuneration for the execution of the order. The Contractor agrees to deduct the contractual penalty from the remuneration to which is entitled for the execution of this order;

- Over 10 days after the deadline, up to 30 days – the Ordering Party is entitled to charge the Contractor with a contractual penalty in the amount of the 20% of the remuneration for the execution of the. The Contractor agrees to deduct a contractual penalty from the remuneration to which is entitled for the execution of this order.

- Over 30 days after the deadline – the Ordering Party is entitled to charge the Contractor with a contractual penalty in the amount of the 30% of the remuneration for the execution of the. The Contractor agrees to deduct a contractual penalty from the remuneration to which is entitled for the execution of this order.

- In the event that contractual penalties referred to above do not fully cover the damage suffered by the Ordering Party, the Ordering Party has the right to claim damages exceeding the amount of reserved contractual penalties under general rules of law.

29. The Contractor shall not transfer to third parties the rights and obligations arising from this order, including claims due to the Contractor for the execution of the order. The Contractor is entitled to submit a statement on the deduction of the claim (compensation) only if the Contractor's receivable has been accepted in writing by the payment department of the Ordering Party.

30. The Contractor undertakes to strictly comply with all regulations regarding the payment of remunerations and minimum wages applicable in the territory of all European countries, in particular included in the German Minimum Wage Act (MiLoG), the French Minimum Wage Act (LOI MACRON) and EU legal acts regulating the drivers work. The Contractor bears sole responsibility for the penalties imposed and possible damages resulting from the breach of the above mentioned provisions, and failure to fulfill the above obligations by the Contractor shall not constitute grounds for claims against the Ordering Party. If the Carrier fails to fulfill its obligations and the Ordering Party's obligation to pay specified amounts by foreign or national public administration bodies, the Contractor is obliged to repair in full the amount of any damages for this reason suffered by the Ordering Party, including fines or other penalties of the administrative nature, and to discharge the Ordering Party from all consequent claims of third parties.

31. In the event of a dispute between the Ordering Party and the Contractor, the competent court to hear the case will be the Common Court competent for the seat of the Ordering Party.

32. Stalko Przybysz i Wspólnicy Spółka Jawna with its registered office in Zielonka declares that it has the status of a large enterprise within the meaning of generally applicable law.

33. The contents of the order sent to the Contractor does not change and is the final version – binding the Parties.

General Data Protection Information

STALKO Przybysz i Wspólnicy Spółka Jawna with its registered office in Zielonka, 05-220, [street] ul. Poniatowskiego 65 is the Controller of the personal data indicated in this transport order.

By accepting the order, the Carrier becomes the processor of personal data entrusted to him and undertakes to comply with the provisions on the protection of personal data, in particular the provisions of the Regulation (EU) 2016/679. The processing of personal data by the Carrier is carried out only to the extent necessary to perform the obligations arising from the order, and any other processing without the express prior consent of the Ordering Party is prohibited.

Personal data will not be transferred to any other recipient except the Carrier in the scope of the provision of services by him and his subcontractors, also fulfilling the obligations arising from the transport order.

The Carrier undertakes to use the services of subcontractors to fulfill its obligations only after obtaining the express prior and written consent of the Ordering Party, while the subcontractors also have the status of "Processors" within the meaning of the provisions on the protection of personal data.

In such a situation, the Carrier will ensure that the sub-processors comply with the obligations that he himself follows, and in particular the sub-processor will be obliged under the written agreement to comply with the provisions of the Regulation. The Carrier is obliged to provide sufficient guarantees for the implementation and performance of technical and organizational measures appropriate to the subject of the agreement, including guaranteeing the possibility to carry out, at the request of the Ordering Party, also with its participation, the control of the manner of performance of obligations arising from contractual relations in the field of data sub-processing.

The Carrier undertakes to notify the Ordering Party of any breach of entrusted personal data within twenty-four (24) hours from the date of the breach. In particular, he should send a relevant notification to the Ordering Party's Data Protection Officer to the address rodo@grupastalko.pl

The Carrier undertakes to delete the entrusted personal data at the request of the Ordering Party, if it is possible due to the applicable regulations or immediately after the expiry of the storage period specified in the generally applicable regulations.

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(Date and legible signature of the Carrier)