

## GENERAL TERMS AND CONDITIONS OF CARRIAGE (GTC)

### I. General Provisions – Acceptance of an Order as Conclusion of the Contract

1. A contract of carriage shall be deemed validly concluded if the addressee of the order – hereinafter referred to as the Carrier – does not submit, within 30 minutes of receipt of the order, any objection in documentary form to the terms and conditions of the order, whether of a formal or substantive nature. An objection shall be deemed valid only if the order is returned by e-mail marked “cancellation”, confirmed with the Carrier’s company stamp and bearing a legible signature of the person submitting the objection. In such case, the contract shall be deemed not concluded.

2. The order may be performed exclusively by a licensed carrier who:

a) holds a valid and fully paid Carrier’s Liability Insurance Policy (OCP/CMR) with a guaranteed sum not lower than the value of the goods entrusted for carriage, including a clause providing insurance coverage in the event of theft and robbery;

b) uses appropriate means of transport required for the proper performance of the order, in particular a clean, dry and tight loading space, free from odours and any damage.

3. Upon acceptance of the order, customer protection applies. Any attempts by the Carrier to enter into negotiations or undertake any commercial activities with the Ordering Party’s client, the consignor or the consignee shall constitute grounds for imposing on the Carrier a contractual penalty in the amount of PLN 200,000.00.

### II. Requirements for the Vehicle and Trailer Used for the Performance of the Carriage

4. The Carrier undertakes to provide for loading a vehicle with a clean and tight trailer equipped with a roof, free from foreign odours and any other contaminants. The vehicle together with the trailer must be fully operational, in proper technical condition, and equipped with all means necessary for the correct securing of the cargo.

5. The trailer provided by the Carrier must be completely empty and free from any other goods. It is strictly prohibited to transport in the trailer any cargo not related to the performance of the order.

6. The mandatory equipment of the trailer for cargo securing shall include at least: 22 lashing straps, 44 corner protectors, anti-slip mats, 3 load beams or 3 load battens (for all body types), and a customs seal. Each driver must be equipped with a safety helmet, high-visibility vest, protective goggles, and safety footwear with a toe cap. The Ordering Party may require the trailer to be additionally equipped with a greater quantity of securing equipment than listed above, or with other types of securing devices, if required due to the nature or specificity of the goods carried, the loading process, quality standards, health and safety procedures, requirements of the consignor or consignee, or other justified circumstances.

7. The trailer must have a valid entry in the trailer washing and disinfection logbook, confirming that washing and/or disinfection of the trailer has been carried out. Such entry must not be older than 6 weeks, calculated backwards from the date of loading.

8. The washing and disinfection logbook referred to above must contain at least:

a) the date and place of washing;

b) the type of washing or disinfection performed;

c) confirmation of performance (stamp / car wash / signature);

d) the document or certificate number.

9. The Carrier shall ensure that the vehicle and trailer used for the performance of the order are equipped with a functional and active GPS system enabling ongoing monitoring of the transport route. Upon the Ordering Party's request, the Carrier shall immediately provide access to the vehicle's location data.

### III. Performance of the Order – Additional Requirements for the Vehicle and Trailer

10. The Carrier shall keep the Ordering Party continuously informed about the status of the carriage, in particular of any delay, disruption, occurrence of obstacles during transport or any other circumstances that may affect the proper performance of the order. The Carrier shall also immediately notify the Ordering Party of the delivery of the consignment to the consignee, as well as of any difficulties related to such delivery.

11. The driver must be present during both loading and unloading of the consignment. In the event of any impediments or inability to comply with this obligation, such fact must be mandatorily recorded on the consignment note and confirmed by the consignor or the consignee.

12. The driver shall strictly comply with all health and safety regulations applicable at the loading and unloading locations.

13. During loading and immediately after its completion, the driver acting on behalf of the Carrier shall be obliged to verify the condition of the consignment and the data contained in the transport documents (Lieferschein, delivery note, CMR, etc.), in particular with regard to the number of pallets, items, the weight of the consignment, and all address details.

14. In the event of any irregularities being identified (including, without limitation: discrepancies in quantity or condition of the consignment arising before, during loading, transport or unloading; improper preparation of the consignment for carriage by the consignor; or transport damage), the Carrier shall enter an appropriate reservation on the consignment note, obtain confirmation from the consignor or the consignee, and immediately notify the Ordering Party thereof. All identified damage or irregularities shall be documented in a written report prepared by the consignor, the consignee and the carrier (driver), and clear photographic documentation of the damage or incident shall be produced. Failure to comply with the above obligations shall result in rejection of any claim.

15. The driver acting on behalf of the Carrier shall be obliged to properly and safely secure the cargo in the trailer in accordance with applicable laws and regulations, as well as national and international standards for cargo securing in road transport. Cargo securing must ensure transport safety and prevent any movement, tipping or damage to the cargo during transport. The driver acting on behalf of the Carrier shall be obliged in particular, but not limited to fulfil the above obligations by:

- a) properly securing the cargo with lashing straps in a quantity adequate to the type and weight of the goods carried;
- b) securing the last row of pallets with a load beam;
- c) using, where necessary, additional protective materials such as protective blankets, cardboard separators, polyurethane foam or other equivalent securing measures;
- d) loading pallets starting from the front of the vehicle, placing them one behind another;
- e) positioning the tallest pallets at the front part of the load;
- f) evenly distributing pallets within the trailer in order to avoid overloading any axle and to reduce the risk of vehicle oversteer, which may endanger the safety of the cargo.

16. The driver acting on behalf of the Carrier shall deliver the consignment exclusively to the consignee or to a person duly authorised by the consignee. Upon receipt of the consignment, the consignee or the authorised person shall be obliged to confirm receipt by signature and company stamp on all transport documents.

17. The Carrier shall be obliged to inform, instruct and enforce that the driver performing the carriage collects the originals of all transport documents from the consignee and immediately hands them over to the Carrier, for the purpose of forwarding them to the Ordering Party.

18. The Carrier shall perform the carriage via the shortest possible route, or in accordance with arrangements agreed with the Ordering Party, based on the HERE map system.

19. The Carrier undertakes to exercise due diligence in order to ensure timely and proper delivery of the consignment to the place of delivery. In the event of improper performance of the order (including failure to collect the cargo, late collection, delays in collection or delivery) or any gross breach of the agreed transport rules, the Ordering Party reserves the right to charge the Carrier an amount equal to 50% of the agreed freight for each individual breach.

20. In the event of an anticipated or actual delay in arrival at the loading or unloading location, the Carrier shall immediately notify the Ordering Party, but in any case no later than before the expiry of the time indicated in the loading or unloading details. Failure to provide such notification shall be deemed improper performance of the order due to the fault of the Carrier.

21. In the event of the Carrier's failure to provide a vehicle for loading and to commence performance of the carriage on the basis of an accepted order, the Carrier shall be obliged to cover the costs of providing a replacement vehicle. Where the damage incurred by the Ordering Party exceeds the cost of providing a replacement vehicle, the Ordering Party shall be entitled to claim compensation exceeding the cost of the replacement vehicle.

22. The free demurrage period shall be 48 hours at loading and unloading (excluding public holidays, Saturdays and Sundays). Only downtime documented by a waiting time card confirmed by the consignor/consignee shall be recognised as demurrage. Documentation such as GPS printouts or tachograph records shall not constitute valid proof of waiting time. The maximum charge per day of documented demurrage shall amount to PLN 200 for domestic transport and EUR 50 for international transport.

23. The Ordering Party reserves the right to withdraw from the contract of carriage at any time prior to the vehicle being provided at the agreed loading location, without incurring any costs or liability. In the event of withdrawal from the contract after the vehicle has been provided at the agreed loading location, the Carrier shall be entitled to claim compensation on general principles, provided that the amount of such compensation shall not exceed PLN 200 for domestic transport and EUR 50 for international transport.

24. In the event of an accident or theft of the vehicle, trailer and/or the consignment, the Carrier shall immediately notify the Ordering Party and the police, and shall obtain an appropriate official report, which must be promptly delivered to the Ordering Party.

25. The Carrier shall be liable for loss, shortage or damage occurring from the moment the consignment is accepted for carriage until its delivery, as well as for delay in carriage, in accordance with and within the limits set forth in the Act of 15 November 1984 – Transport Law (consolidated text: Journal of Laws of 2024, item 1262, as amended) or the CMR Convention (Convention on the Contract for the International Carriage of Goods by Road (CMR), together with the Protocol of Signature, done at Geneva on 19 May 1956, Journal of Laws of 1962 No. 49, item 238, as amended).

26. The driver shall exercise particular diligence in securing the vehicle and the consignment against unauthorised access to the loading compartment. The Carrier shall bear full liability towards the Ordering Party for any improper securing of the consignment against access by third parties.

The driver may leave the vehicle only when the vehicle and the load are parked at a guarded parking facility, a transport base or another place of business of the Ordering Party, provided that such place is fenced, locked, illuminated during night-time hours and subject to 24-hour supervision, including control of entry and exit.

The Carrier shall ensure that, during the performance of the carriage, the driver uses only guarded and monitored parking areas, in particular where an overnight stop, an extended driver break or increased security requirements of the cargo apply.

For the purpose of fulfilling the obligation to secure the vehicle and the consignment, the Carrier shall ensure that the driver, in particular but not limited to, shall:

a) use a certified high-resistance padlock, fitted to the locking mechanism;

b) apply specialised, intended to anti-burglary locking systems on the trailer doors (e.g. SBS, Block Shaft), preventing the doors from being opened even after removal of factory-installed locking devices.

27. Outside guarded parking facilities, the driver may leave the vehicle only in the case of a necessary stop resulting from:

a) a vehicle breakdown preventing further travel;

b) a road traffic accident involving the vehicle;

c) necessary refuelling at a fuel station and/or performance of related activities;

d) actions necessary for the proper continuation of the carriage, lasting no longer than 60 minutes;

e) waiting for loading or unloading.

28. The Carrier shall have no right to dispose of the ownership of the goods carried, pledge them as security for its own debts, transfer possession thereof to third parties or store the consignment without the prior consent of the Ordering Party. In the event of a breach of this provision, the Ordering Party shall charge the Carrier a contractual penalty in the amount of 2,000 EUR for each day of infringement.

29. The Carrier shall be obliged to comply with all instructions and guidelines provided by the Ordering Party.

30. In the event that the order involves the carriage of dangerous goods, the Carrier undertakes to hold all permits and authorisations required for ADR transport.

31. Equipment used for the transport of food products and food packaging must be suitable for such purpose and maintained in proper technical and hygienic-sanitary condition. Different types of products shall be clearly separated.

32. For the transport of food, the means of transport shall hold appropriate decisions/approvals issued by the competent inspection authority or other competent body (in particular, but not limited to, the State Sanitary Inspectorate or the State Veterinary Inspectorate in the case of food of animal origin). The Carrier shall make such decisions available upon each request of the Ordering Party.

33. For the carriage of food, the Carrier shall assign trained drivers with no visible symptoms of illness (including, without limitation, gastrointestinal infections or poisoning involving vomiting and/or diarrhoea). Each driver shall be equipped with clean, disposable non-woven protective clothing, i.e. a disposable apron, hair cover, disposable gloves, and a hand disinfectant or disinfectant wipes.

34. Where required, the Carrier shall be obliged to ensure appropriate temperature control of the consignment.

35. Where required, the consignment shall be maintained at the specified temperature throughout the entire duration of the carriage, and the equipment shall be fitted with a system enabling continuous temperature monitoring. Temperature records shall be maintained and made available for inspection at the request of the Ordering Party for a period of at least 12 months following completion of the order.

36. Equipment intended for loading chilled consignments shall be pre-cooled prior to loading to the temperature specified in the accepted transport order. Chilled, refrigerated and frozen goods shall be maintained at the temperature specified in the accepted transport order. The Carrier shall provide the Ordering Party, together with the transport documents and the invoice, with certified printouts from the thermograph covering the entire duration and route of the carriage.

37. The Carrier shall hold a valid ATP certificate for the vehicle/trailer used for transport under controlled conditions (e.g. food transport), as well as valid calibration certificates for temperature sensors.

38. Upon each request of the Ordering Party, the Carrier shall immediately provide copies of the ATP certificate and the calibration certificates for temperature sensors.

39. During the carriage of consignments (including food) under controlled temperature conditions, drivers acting on behalf of the Carrier shall:

- a) be familiar with the operating rules and instructions for the refrigeration unit/thermostat and thermograph;
- b) obtain and maintain, prior to loading, the temperature at which the carriage is to be performed;
- c) keep the refrigeration unit in operation also during stops;
- d) monitor the temperature throughout the entire duration of the carriage (by reading the temperature or checking the operation of the unit) at intervals not exceeding 2 hours;
- e) in the event of any discrepancy between the transport temperature and the requirements specified in the order, immediately notify the Ordering Party and take corrective actions in accordance with the Ordering Party's instructions.

40. The driver shall take all appropriate corrective measures in order to adjust the temperature to the required limits and, in the event of a failure and/or a prolonged shutdown of the refrigeration unit (exceeding 15 minutes), shall identify the cause thereof and immediately notify the Ordering Party, **while taking preparatory measures to protect the consignment.**

41. The thermograph printout shall include: the date, time, transport temperature and the trailer registration number(s). The frequency of temperature recording shall be no less frequent than every 30 minutes. The printout shall be retained for a minimum period of one (1) year following completion of the order.

Calibration of measuring equipment used for refrigerated and frozen temperature ranges shall be performed at least once per year. Upon the Ordering Party's request, a calibration certificate shall be presented.

42. The Carrier must be able to demonstrate effective control over all operations performed. Appropriate records of receipt, verification/acceptance into storage, storage and distribution of products shall be maintained and made available for inspection upon request.

43. Where the order involves pallet exchange, the Carrier shall be obliged to return the pallets within 14 days from the unloading date, in accordance with the instructions provided, or to present the original pallet receipt. The Carrier shall be responsible for monitoring accepted pallets. The driver shall verify the quality and type of pallets during loading and pallet receipt processes in cooperation with the loader/consignee. In the event of improper performance or complete failure to perform the above obligations, the Carrier shall be charged a contractual penalty in the amount of EUR 20 per pallet.

44. In the event that the consignee or the consignor identifies any irregularities in the performance of the carriage (including damage, shortages, losses, etc.), the Carrier shall immediately notify the Ordering Party thereof.

45. The Carrier shall be obliged to obtain and secure for the Ordering Party the following documents:

- a) the original consignment note (carrier's copy);
- b) the invoice, goods issue note and specification of the goods carried (if attached to the consignment note);
- c) the transport order;
- d) copies of the vehicle and driver documentation;
- e) the driver's statement regarding the cause and circumstances of the damage;
- f) information identifying the party responsible for loading the goods onto the trailer;
- g) photographic documentation of damaged goods or goods improperly prepared for transport;
- h) a non-conformity report, completed and signed by the parties involved in the incident;
- i) any other documents relevant to determining the extent, circumstances or cause of the incident.

46. The Carrier shall be prohibited from engaging subcontractors for the performance of transport services without the prior written consent of the Ordering Party. In the event of non-compliance with this prohibition, the Ordering Party reserves the right to charge the Carrier a contractual penalty in the amount of PLN 5,000. Where consent is granted for the engagement of a third party to perform the contract, the Carrier shall assume full liability towards the Ordering Party for any and all claims, penalties or fines asserted by third parties. If the Carrier does not perform the carriage personally using its own fleet, then in the event of transport damage the Carrier undertakes to immediately provide the insurance policy of the party at fault, submit all documents required for the filing of a claim, and provide the Ordering Party with all assistance necessary to obtain compensation.

47. The Carrier shall be prohibited from performing any independent transshipment of the consignment, as well as from temporarily storing the consignment at any other location or entrusting such activities to third parties without the prior written consent of the Ordering Party. In the event of non-compliance with this prohibition, the Ordering Party reserves the right to charge the Carrier a contractual penalty in the amount of PLN 10,000.

48. The Carrier shall be obliged to strictly comply with the prohibition on accepting for carriage any excluded consignments reserved to the Ordering Party. The Carrier shall be required to refuse loading and immediately notify the Ordering Party in each of the following cases:

- a) where the loader attempts to hand over any excluded consignment for carriage;
- b) where there is a justified suspicion that all or part of the consignment may be excluded or does not meet the admissibility criteria for carriage.

The following shall be deemed excluded consignments:

- a) live animals, human and animal corpses and remains;
- b) cash, monetary values and documents;
- c) works of art and items of significant collector's value;
- d) dangerous goods classified as ADR;
- e) oversized and heavy cargo, requiring the use of specialised means of transport.
- f) new and used vehicles;
- g) cigarettes.

49. The Carrier shall not be authorised to make or accept any declarations of intent, nor to enter into or assume any obligations on behalf of the Ordering Party.

#### **IV. Payment Terms**

50. The basis for each issuance of an invoice via the National e-Invoicing System (KSeF) shall be the proper performance of the relevant order and the delivery to the Ordering Party of a complete set of original, duly stamped documents confirming the correct performance of the service, i.e. WZ / Lieferschein, delivery note, pallet receipts, CMR consignment note, thermograph printout and goods specification, which shall be delivered within 14 days from the date of completion of the proper carriage. The date of delivery of transport documents shall be deemed to be the date on which the originals are delivered to the delivery address indicated in the order or, where expressly provided for in the order, delivered by e-mail in documentary form.

51. The Carrier shall be obliged to issue invoices in accordance with applicable regulations and in a format enabling their correct submission to the National e-Invoicing System (KSeF) (where applicable). The invoice shall contain all required data, in particular:

- a) the full details of the Carrier (seller) and the Ordering Party (buyer);

- b) the invoice number in accordance with the Carrier's internal numbering system;
- c) the KSeF identification number (where applicable);
- d) the date of issue and the date of performance of the service;
- e) a precise description of the service performed, including:
  - A. the order number;
  - B. the transport route (place of loading and unloading);
  - C. the date of carriage;
  - D. the type of transport (domestic / international);
- f) the net amount, VAT rate, VAT amount and gross amount, in accordance with the applicable tax classification;
- g) the currency and exchange rate (if the invoice is issued in a foreign currency);
- h) the registration number of the vehicle combination or other data enabling identification of the carriage, where applicable;
- i) the agreed payment terms and payment due date;
- j) information on the split payment mechanism (MPP), where applicable.

52. The Ordering Party shall be entitled to refuse acceptance of an invoice if:

- a) it has been issued in non-compliance with KSeF requirements;
- b) it contains errors preventing its proper accounting;
- c) it does not contain the information referred to in Clause 51, including in particular the order number or data allowing the invoice to be unequivocally assigned to the specific transport service performed. In such case, the payment due date shall commence from the date of receipt of the corrected invoice, including the corrected payment due date. Accordingly, the Carrier shall be obliged to adjust the payment term.

53. The Carrier shall be obliged to clearly indicate the order number on the envelope containing the transport documents to which such documents relate. In the event that incorrect data is indicated, the Ordering Party shall be entitled to charge the Carrier a contractual penalty in the amount of PLN 300.

54. Where the value of the transport order is specified in a foreign currency, but the invoice is ultimately to be issued in PLN, the conversion shall be made in accordance with the NBP exchange rate – Table A applicable on the loading date.

55. Irrespective of the obligations set out in Clause 50, the Carrier shall also be obliged to send scanned copies of the transport documents referred to therein to the person placing the order within 24 hours of unloading.

## **V. Special Conditions Applicable to Cabotage Transport**

56. In the event of performing cabotage transport, the Carrier declares that it is fully aware of the rules and conditions governing cabotage operations as set out in Regulation (EC) No 1072/2009 of the European Parliament and of the Council of 21 October 2009, in particular the limitations concerning the number and time frame for performing cabotage operations following completion of an international carriage into the host Member State.

57. The Carrier undertakes to perform cabotage transport exclusively within the limits permitted by applicable European Union law and the national law of the Member State in whose territory the cabotage operation is carried out, in particular the German Road Haulage Act (GüKG) and the provisions of the Commercial Code (HGB), where the carriage is performed in Germany.

58. During the performance of cabotage transport, the Carrier shall be obliged to carry in the vehicle and present upon request by the competent control authorities documents confirming:

- a) the performance of the international carriage preceding the cabotage operation (e.g. a CMR consignment note);
- b) each cabotage operation performed, containing at least the following data:
  - name, address and signature of the consignor, carrier and consignee;
  - places and dates of loading and unloading;
  - description of the goods carried and their gross weight;
  - registration numbers of the motor vehicle and the trailer/semitrailer.

The Carrier shall bear full responsibility for compliance with cabotage regulations by itself and by its subcontractors. In the event that any fines, penalties or other sanctions are imposed on the Ordering Party as a result of breaches of cabotage regulations by the Carrier or its subcontractors, the Carrier undertakes to immediately reimburse the Ordering Party for the full amount of such sanctions and to cover all related damages and costs, including the costs of administrative or court proceedings.

59. Cabotage transport may be performed exclusively by a Carrier who simultaneously meets all of the following conditions:

- a) holds a valid Community licence authorising the performance of international road transport of goods;
- b) holds a driver certificate, where the driver is a national of a third country;
- c) holds a valid carrier's third-party liability insurance policy covering cabotage transport, with a guaranteed sum not lower than EUR 600,000 per single event and EUR 200,000 for all events during the insurance period;
- d) conducts business activity in the field of road transport in compliance with applicable regulations.

60. The Carrier undertakes to perform the transport service in compliance with the requirements of the IFS Logistics standard, in particular with regard to the following provisions:

- a) Clause 4.1.1.3 – the obligation to immediately notify the Ordering Party of any failure to meet service requirements or of any circumstances that may affect the quality of the transport;
- b) Clause 5.3 – maintaining technical efficiency and ensuring calibration of temperature sensors in refrigerated trailers at least once per year, confirmation of which the Carrier shall present to the Ordering Party prior to loading;
- c) Clause 5.6 – application of product withdrawal/recall procedures in the event of non-compliance or a risk to the quality of the transported product.

## **VI. Additional obligations and declarations of the carrier and the carrier's liability for breach thereof**

61. By accepting the order for performance, the Carrier declares that the he/she is fully aware of and complies with the legal regulations in force in the countries in whose territory the transport service is performed, as well as in the country where the contract of carriage is concluded, in particular with regard to regulations concerning:

- a) minimum remuneration;
- b) drivers' working time;
- c) posting of workers in road transport;
- d) related registration and documentation obligations, and undertakes to comply with such regulations with respect to its employees and any persons through whom the order is performed.

62. The Carrier undertakes to indemnify and hold harmless the Ordering Party against any and all fines, claims, costs or other charges imposed on the Ordering Party by competent authorities or third parties in connection with breaches by the Carrier or its subcontractors of obligations arising from regulations on minimum wage, drivers' working time or posting of workers, including the costs of proceedings and legal assistance.

63. Upon each request of the Ordering Party, the Carrier shall immediately provide documents confirming compliance by the Carrier and its subcontractors with the regulations referred to in this Clause and the preceding Clause, in particular documents confirming payment of remuneration, employee registrations and required registrations in national systems. Such documents shall be delivered within no more than two (2) days from receipt of the request. Failure to provide the documents within the specified time limit shall result in the imposition of a contractual penalty in the amount of EUR 250 for each instance.

64. The Carrier shall comply with the provisions of the Act of 9 March 2017 on the Road and Rail Transport Monitoring System and Trade in Heating Fuels (the so-called SENT system) and the implementing regulations issued thereto. Where the carriage is subject to notification under the SENT system, the Carrier shall be obliged to:

- a) obtain from the Ordering Party or the Consignor the reference number of the notification and the access key;
- b) make the required notifications, supplements or updates in the SENT system to the extent relating to the performance of the carriage;
- c) carry the current reference number in the vehicle and present it upon request of authorised inspection authorities.

65. In the event of failure to perform or improper performance of the obligations referred to above, the Carrier shall bear full liability for any damages, fines, penalties or other financial charges imposed on the Ordering Party by public administration authorities in connection with breaches of the SENT system regulations. The Carrier undertakes to reimburse the Ordering Party for all costs and penalties paid by the Ordering Party in connection with such breach within seven (7) days from receipt of the payment demand.

66. The Carrier declares and undertakes that neither it, nor its employees, nor any persons acting on its behalf, in connection with the performance of the present order, shall offer, accept or act as an intermediary in providing any material or personal benefits that could be considered corrupt practices, in accordance with applicable provisions of Polish law and the law of the country in whose territory the transport service is performed.

67. Any breach of the above obligation by the Carrier shall constitute a material breach of the contract and shall entitle the Ordering Party to:

- a) terminate the contract with immediate effect;
- b) demand from the Carrier a contractual penalty in the amount of PLN 50,000 for each identified breach, without prejudice to the Ordering Party's right to claim supplementary damages on general principles.

68. The Carrier declares that neither it, nor any third parties acting on its behalf, nor its contractors are subject to sanctions imposed by the European Union, the Government of the Republic of Poland or any other competent authorities in connection with activities destabilising international security, including the aggression of the Russian Federation against Ukraine and the participation of Belarus in that conflict.

69. The Carrier undertakes to refrain from any actions that could violate applicable sanctions regulations, including in particular the Act of 13 April 2022 on Special Measures to Counteract Supporting Aggression against Ukraine and to Protect National Security (consolidated text: Journal of Laws of 2025, item 514), as well as relevant implementing acts and international regulations.

70. In the event of a breach of the above sanctions-related obligations, the Ordering Party shall be entitled to suspend the performance of services, terminate the contract with immediate effect, and claim damages from the Carrier for any losses arising from such breach, including the costs of fines and sanctions imposed on the Ordering Party. The Carrier

undertakes to immediately inform the Ordering Party of any facts that could constitute or result in a breach of the above sanctions obligations.

71. The Carrier irrevocably agrees that, where the Ordering Party is entitled to impose a contractual penalty, the Ordering Party may set off the due penalty against the remuneration payable to the Carrier or against any other amounts owed. Furthermore, the Parties agree that the imposition of a contractual penalty shall not exclude the Ordering Party's right to claim damages exceeding the amount of the contractual penalty, where the damage suffered exceeds the value of the stipulated penalty.

72. In the event that any fine, penalty or other obligation is imposed on or charged to the Ordering Party, regardless of the legal basis thereof or the authority imposing it, the Ordering Party shall be entitled to set off such amount against the remuneration due to the Carrier or against any other receivable.

### **VII. Declarations of the Ordering Party**

73. The Ordering Party declares that it is a large enterprise within the meaning of Article 4c of the Act of 8 March 2013 on Counteracting Excessive Delays in Commercial Transactions (consolidated text: Journal of Laws of 2023, item 1790).

74. The controller of your personal data is Colian Logistic Spółka z ograniczoną odpowiedzialnością, with its registered office in Opatówek, at ul. Zdrojowa 1 (Colian). The personal data provided by you shall be processed for the purpose of performing freight forwarding services, pursuant to Article 6(1)(b) of the General Data Protection Regulation (GDPR). More information regarding the processing of personal data is available at: <http://colianlogistic.pl/pl/klauzula-transportowa-roda>.

75. The Ordering Party does not consent to the assignment of receivables.

### **VIII. Scope of Applicability of the GTC**

76. In matters not regulated by these GTC, the provisions of the Transport Law, the CMR Convention and the Civil Code shall apply. The Parties agree that no regulations, general terms or other similar documents of the Carrier shall apply without the express consent of the Ordering Party. Accordingly, these GTC shall apply to the performance of each transport order, unless the provisions of the GTC are expressly excluded or amended solely in the content of the Transport Order. Any amendments or exclusions made in any other form shall not be binding upon the Parties.

77. If any provision of these General Terms and Conditions is found to be invalid, unenforceable or contrary to applicable law, this shall not affect the validity of the remaining provisions. In such case, the Parties undertake to replace the invalid or ineffective provision with a valid provision that most closely reflects the original intent of the provision and of the agreement as a whole.

78. Until the obligation to issue invoices via the National e-Invoicing System (KSeF) enters into force, Clauses 50 to 56 shall apply in such a manner that all payment terms shall be calculated from the date of delivery to the Ordering Party of a correct VAT invoice issued in accordance with Clause 50. Accordingly, Clauses 50 to 56 shall apply directly or as appropriate.