

# General Terms and Conditions of the Transport Agreement (GTCTA)

Grupa Transportowa Sp. z o.o.

## § 1.

### Definitions

- a) Grupa Transportowa – Grupa Transportowa spółka z ograniczoną odpowiedzialnością, with its registered office in Piotrków Trybunalski, ul. Łódzka 30AB, 97-300 Piotrków Trybunalski.
- b) Ordering Party – Client to whom Grupa Transportowa renders freight forwarding services or transport services. The Ordering Party, depending on the type of the operations commissioned, can also be the Sender or Recipient of the freight.
- c) Contractor – a subcontractor of Grupa Transportowa, secondary freight forwarder, carriers, third parties/entities that Grupa Transportowa uses when rendering freight forwarding services or transport services.
- d) GTCTA – General Terms and Conditions of the Transport Agreement constituting an annex to the Order and Transport Order.
- e) Order – an order for the provision of freight forwarding services or transport services by Grupa Transportowa for the Ordering Party.
- f) Agreement – terms and conditions of providing freight forwarding services or transport services, as specified in the Order.
- g) Transport Order – an order for freight forwarding services or transport services provided by the Contractor to the benefit of Grupa Transportowa.

## § 2.

### Order

- 1. An agreement is concluded upon the receipt of the confirmation of the Order receipt (acceptance) by the Ordering Party. The Order is received (accepted) via electronic communication. The Ordering Party/Grupa Transportowa can also additionally confirm the order by sending a scan of a signed order to the email address from which the Ordering Party sent the Order or in writing.
- 2. Any change of the conditions of the Order made by the Ordering Party after the receipt of the Order confirmation, in which Grupa Transportowa does not make any changes to the Order, shall be understood as placement of a new Order, unless the Parties agree otherwise.
- 3. Grupa Transportowa has the right to refuse to accept an order.
- 4. The Ordering Party hereby agrees that Grupa Transportowa can subcontract the rendering of the service in full or in part to other Contractors having appropriate qualifications (licenses, permits) and civil liability insurance.
- 5. In case the performance of the service is subcontracted to Contractors, all provisions concerning the limitation of liability of Grupa Transportowa contained in GTCTA, the Civil Code and the Transport Law Act shall also apply to these Contractors.
- 6. The Sender shall be liable for proper arrangement of and securing the goods using straps available in the trailer, non-slip mats, corner guards, and other protective materials, depending on the type of transported goods and type of vehicle ordered by the Ordering Party. Grupa Transportowa shall not be liable for lack of, insufficiency of protective materials or their improper use by the Sender employees. In case of improper securing and positioning of goods, Grupa Transportowa can refuse to undertake freight, subject to the right for compensation on account of bringing the vehicle to the loading place and the reimbursement of all the costs arising thereof.

## § 3.

### Remuneration and Provisions Concerning the Costs Incurred

- 1. The remuneration due to Grupa Transportowa is provided in the Order accepted by Grupa Transportowa.
- 2. The Ordering Party is obliged to pay Grupa Transportowa additional remuneration:
  - a) For any additional services not covered by the Order, provided by Grupa Transportowa or subcontracted by Grupa Transportowa to be performed by a Contractor for the Ordering Party, if they were agreed on with the Ordering Party at least via electronic communication or in the form of the Ordering Party's written order accepted by Grupa Transportowa,
  - b) For any additional services provided by Grupa Transportowa or subcontracted by Grupa Transportowa to be performed by a Contractor for the Ordering Party without agreement as long as they were necessary for proper performance of the services covered by the Order or for the securing of the claims of the Ordering Party or Grupa Transportowa.
- 3. Additional services not covered by the Order, referred to in Sections 2 a) and b) of this paragraph, should be understood as, among others:
  - a) making a break during the transportation, for reasons not related to Grupa Transportowa or Contractor, including parking in the loading and unloading place, or on the boarder,
  - b) following additional instructions of the Ordering Party, such as referring to delivering the goods to a place other than originally indicated in the Order,
  - c) providing other services to the Ordering Party, including loading / unloading goods, reloading or helping in its repacking.
- 4. The Ordering Party is obliged to reimburse any expenses and fees incurred by Grupa Transportowa or a Contractor in relation to the fulfilment of the Order, including in particular any fees for obtaining permits, berth charges, diversions, customs duties, and administrative costs.
- 5. The date of payment shall be the day of crediting Grupa Transportowa's bank account.

## § 4.

### Hindrances to the Order Fulfilment

- 1. Grupa Transportowa shall not be liable for any delayed performance of the service due to circumstances beyond the control of Grupa Transportowa, making it impossible to perform the service in full or in part, throughout the duration of these circumstances.
- 2. Circumstances making it impossible to perform the service in full or in part that are beyond the control of Grupa Transportowa shall be in particular force majeure events, meaning unexpected events caused by nature, as well as extraordinary external global events, such as strikes, wars, political or military restrictions, uprisings, revolutions, epidemics and pandemics, wide-spreading riots, which the Parties were unable to prevent.
- 3. Grupa Transportowa shall not be liable for:
  - a) Any delay caused by the Ordering Party's failure to provide complete and correct freight documentation, if necessary,
  - b) Any delays or losses caused by the Ordering Party's failure to provide complete information in the Order or by the provision of incorrect information in transport documents or otherwise by the



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Ordering Party with regard to the freight or transport and its terms and conditions, and particularly regarding the location/conditions of loading/unloading,

c) The Ordering Party's failure to comply with the requirements for marking or securing the freight, unless this was expressly commissioned to Grupa Transportowa,

d) Any loss/delay caused by the incorrect securing or marking of the freight, unless this was expressly commissioned to Grupa Transportowa,

e) Any loss/delay caused by any act or omission of a third party for which Grupa Transportowa is not liable or did not accept liability.

## § 5.

### The Rules of Performing Services for Grupa Transportowa by Contractors

1. A freight forwarding/transport agreement in accordance with these GTCTA and the transport order shall be deemed concluded when the Contractor:

a) Has not refused to accept the Transport Order in writing within 30 minutes from the moment the order was sent;

b) Confirms the acceptance of the transport order in writing or via electronic communication (then the transport order can be accepted by sending a scan of a signed paper order in a PDF file) to the email address of the person accepting the order on behalf of Grupa Transportowa);

c) Starts performing the freight forwarding/transport agreement.

2. By accepting the Transport Order the Contractor confirms that they have (or hold a proper legal title to use) a proper vehicle or vehicles and vehicle equipment necessary to fulfil the transport order, and that he has at his disposal a necessary number of people holding adequate qualifications and authorisations to properly fulfil the Transport Order. The Contractor guarantees the fulfilment of the Transport Order in accordance with the order contents, GTCTA provisions, and all applicable laws.

3. The agreement is only received when there are no objections on behalf of the Contractor and the introduction of any changes to these GTCTA or conditional acceptance of the Transport Order by the Contractor shall make the Transport Order ineffective. Grupa Transportowa can introduce changes to the terms and conditions of a Transport Order after its acceptance by the Contractor. Lack of immediate refusal to fulfil the order with changed terms and conditions shall be understood as consent to fulfil the order with the changes introduced.

4. Only Grupa Transportowa has the right to contact the Ordering Party in any form (for example by phone or electronically). Any action of the Contractor contrary to the provisions of this section shall result in the charging by Grupa Transportowa a contractual penalty amounting to EUR 100.000 for each case of such breach of duty. The above does not exclude the right of Grupa Transportowa to claim supplementary damages, if the sustained damage exceeds the amount of contractual penalty.

5. The Contractor should fulfil the Transport Order in person. Subcontracting the Transport Order to a third party requires written consent of the persons holding the right to represent Grupa Transportowa, or is otherwise null and void. In the case of a breach of the provisions of this section by the Contractor, Grupa Transportowa

can impose on the Contractor a contractual penalty amounting to 50% of the freight value agreed in the Transport Order. The above does not exclude the right of Grupa Transportowa to claim supplementary damages, if the sustained damage exceeds the amount of contractual penalty.

6. The Contractor is obliged to hold proper and valid contractor's civil liability insurance for at least EUR 200,000, without being in arrears on fee payments. The insurance amount needs to take into consideration the specific nature of transport and it cannot be lower than the freight value (if indicated in the transport order) or the upper limit of the Contractor's liability for damage as provided for in the Transport Law Act and/or the CMR Convention. Upon Grupa Transportowa's request, the Contractor shall be obliged to provide a civil liability insurance policy.

7. The Contractor's vehicles to be loaded need to be clean, dry, in good working order, free of odours, and tight. When transporting waste, ADR cargo, or cargo within the scope of the ATP convention, the Contractor's vehicles need to have all required permits, with the Contractor bearing the costs of all permits and certificates. The consequences of failure to conform with the provisions of this paragraph shall be borne by the Contractor.

8. The Contractor is obliged to ensure constant communication with the driver fulfilling the order so that it is possible to verify the current location of the vehicle upon every request of Grupa Transportowa.

9. In the case of cabotage operations, the Contractor is obliged to conform with the time limits and other requirements provided for in Regulation (EC) No. 1072/2009 with regard to the possibility of carrying out cabotage operations, and he hereby states that he holds proper insurance. If the Contractor does not own a vehicle conforming with the requirements of the above Regulation, the Contractor is obliged to ensure, at his own expense, the fulfilment of the order with another vehicle in accordance with the requirements of the Regulation.

10. The Contractor is obliged to obtain written consent of the persons holding the right to represent Grupa Transportowa to incur any additional costs. Any additional costs of the Contractor connected with the fulfilment of the order can only be reimbursed upon their previous acceptance by Grupa Transportowa and based on original proofs of incurring such costs.

11. Remuneration for the fulfilment of a Transport Order can only be paid if:

a) Grupa Transportowa has received at least by electronic means a VAT invoice and legible original documents confirming that the Transport Order was properly fulfilled, within maximum 10 days from the day of the (last) unloading,

b) The order or a cumulative list of orders is attached to the invoice for Grupa Transportowa.

12. Invoices for properly performed transport services should be issued on a weekly basis (from Monday to Sunday).

13. An invoice can be issued in PLN or a different currency. If an invoice is issued in a currency other than PLN, then it has to provide the exchange rate and the number of Table A with the average exchange rate of EUR of the National Bank of Poland for the last working day before the unloading date. Invoices issued in a currency other than PLN must include the VAT amount converted into PLN; the above also applies to revised invoices. For collective invoices issued in a currency other than PLN, the exchange rate for the last working day before the unloading date should be used.



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**14.** The date of sale on the invoice is the date of the last unloading.

**15.** The documents should include the order number and should be in chronological order. The documents should be issued and sent (regardless of the conformity with the requirement from point 11a) to the address: Grupa Transportowa Sp. z o.o. ul. Łódzka 30 AB, 97-300 Piotrków Trybunalski.

**16.** Grupa Transportowa has the right to offset liabilities for any contractual penalties and compensations arising out of the order and owed by the Contractor, against the Contractor's remuneration for the performance of the transport service.

**17.** The Contractor shall be liable towards Grupa Transportowa and the Ordering Party for any damage that occurred in relation to the fulfilment of the transport order, and particularly for the damage to the cargo from the moment of its acceptance (loading) until the moment of its release (unloading), and for any damage caused by incorrectly filled in or lost documents, delayed loading, unloading, or delivery of the cargo, or by total or partial loss, damage or shortage of the cargo.

**18.** The Contractor shall be liable for the performance of transport operations and for fully securing Grupa Transportowa's interests including:

- a) Avoiding unnecessary stops – using guarded car parks,
- b) Securing the vehicle and the cargo against theft,
- c) Parking in places other than guarded car parks is permitted provided that it was not clearly forbidden in the transport order; car parks other than guarded car parks need to be located along the transport route, in a lit place, and to have spaces designed for trucks,
- d) The vehicle cannot be left unattended, meaning that the driver has to be present or has to stay in the vehicle carrying the cargo,
- e) In the case of high-risk goods (e.g. audio and video devices, household appliances, communication devices including mobile phones etc.) and/or when the freight value exceeds EUR 50 000,00 the vehicle should only stop in guarded car parks.

**19.** Any objections to the cargo (damage, shortage or poor packaging that can have a negative effect on the cargo during transportation), its security or documents need to be immediately raised by the driver with Grupa Transportowa and a proper note/reservation needs to be included in the waybill.

**20.** Upon the acceptance of the cargo, the driver is obliged to verify the accuracy/correctness of the waybill data concerning the amount, characteristics and numbers, and the visible condition of the cargo and the packaging.

**21.** The Contractor can only accept goods different from the ones specified in the order for transport at the exclusive risk and expense of the Contractor.

**22.** In case the order does not specify any special characteristics of the goods and such goods are accepted for transport without any reservations filed with Grupa Transportowa before the transport, the Contractor shall not have the right to pursue any claims against the Ordering Party with respect to this.

**23.** The provision of point 22 also applies to untrue, inaccurate or insufficient data and statements included in the waybill as well as lacking, incomplete or incorrect documents required by special regulations, if such inconsistencies, inaccuracies, irregularities or lack were not reported by the Contractor before accepting the cargo for transport.

**24.** In the case of a traffic collision, the driver is obliged to immediately notify the police, Grupa Transportowa, the insurance company with which the Contractor concluded the civil liability insurance agreement, and the Customs Bureau (if necessary), and to secure the cargo against any further damage; the same applies to the Contractor in case a part of the cargo is lost (theft, armed robbery).

**25.** The Contractor shall be liable for full or partial loss of the cargo and any damage to it that occurred between the acceptance of the cargo and its release, and for any delay in delivery.

**26.** The Contractor is obliged to immediately notify Grupa Transportowa of any delay and other problems connected with the loading/unloading of the cargo and of any hindrances to the transport, indicating reasons thereof, otherwise no future claims shall be accepted. The parking time is calculated based on the parking sheet confirmed by the loader/unloader provided that a parking rate was determined before the transport. The parking fee amounting to EUR 50/day releases Grupa Transportowa from liability towards the Contractor for any other costs and losses.

**27.** In the case of failure to fulfil the Transport Order by the Contractor, the Contractor shall pay Grupa Transportowa contractual penalty in the amount of 100% of the freight. Grupa Transportowa may claim compensation exceeding the amount of the contractual penalty in the full amount of the sustained damage.

**28.** In the case of improper fulfilment of the Transport Order by the Contractor, such as failure to provide documents confirming the fulfilment of the order, or in the case of the Contractor's failure to fulfil other obligations (including those contained in the GTCTA), the Contractor shall pay Grupa Transportowa contractual penalty amounting to 50% of the freight value. Grupa Transportowa may claim compensation exceeding the amount of the contractual penalty in the full amount of the sustained damage.

**29.** In the case of the delay of the Ordering Party in the delivery of the original documents confirming the performance of the order exceeding 10 days, Grupa Transportowa is additionally entitled to charge contractual penalty in the amount of EUR 50 for each day of delay, however not exceeding EUR 5.000. Grupa Transportowa may claim compensation exceeding the amount of the contractual penalty in the full amount of the sustained damage.

**30.** In case of failing to provide the vehicle for loading on time, the Contractor shall additionally pay Grupa Transportowa contractual penalty in the amount of EUR 200 for each case of untimely provision of the vehicle. The above does not exclude the ability of Grupa Transportowa to claim supplementary damages, if the sustained damage exceeds the amount of contractual penalty.

**31.** The Contractor has no right to unload, load and reload cargo during freight, without express consent of the Ordering Party provided by electronic means (email). In case of breaching the obligation, the Contractor is obliged to pay contractual penalty in the amount of 50% of the remuneration for proper performance of the agreed transport service.

**32.** The Contractor has no right to transport other goods with the goods ordered by the Ordering Party, without the express consent of the Ordering Party provided by electronic means (email). In case of breaching the obligation, the Contractor is obliged to pay contractual penalty in the amount of 50% of the remuneration for proper performance of the agreed transport service.



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33. The agreed contractual penalties payable to Grupa Transportowa are subject to summing up, to which the Contractor hereby consents. Grupa Transportowa has the right to claim damages from the Contractor for failure to perform or improper performance of the agreement, whenever the damage exceeds the amount of contractual penalty. The damage shall also include contractual penalties charged to Grupa Transportowa by its Ordering Party as a result of failure to fulfil or improper fulfilment of the order by the Contractor.

## § 6.

### Temperature-Controlled Transport

1. The Contractor is obliged to cool down or heat up the vehicle before loading to the temperature specified as the transport temperature and to maintain the temperature during the transport of goods, according to their type and the Ordering Party's instructions.
2. In the case when part of the planned route is by the sea and will include using a ferry, the Contractor is obliged to transport the goods in a refrigerated trailer with a power generator with an electric motor approved for operation in a closed holding area of a ferry. The Contractor is obliged to keep the generator working during the sea journey by plugging the refrigerator power generator to an external power source. The Contractor is responsible for maintaining suitable temperature also during sea transport.
3. The Contractor is obliged to check the temperature of the loaded goods, both external layers of the packaging and the temperature inside the pallet (for example with a spike thermometer). In case of freight planned in the temperature from 0 to +4°C, the Contractor is obliged to report any deviation from the planned transport temperature to the Ordering Party before leaving the loading place, asking them for instructions. In case of transports other than mentioned in the previous sentence, if the indicated transport temperature deviates more than 2°C, the Contractor shall inform the Ordering Party about it before leaving the loading place and ask them for instructions.
4. The Contractor is obliged to take up the cargo with a vehicle with a valid ATP test and IR certificate.
5. In the case of temperature-controlled transport, the Contractor is obliged to:
  - a) before loading, the Contractor must have a thermograph printout showing if the right temperature was set and if the vehicle was adequately prepared for transport;
  - b) the Contractor is obliged to measure the temperature of the loaded goods according to section 3 above, write down the result in the waybill or other equivalent document confirming the transport completion,
  - c) in case of receiving information that does not specify the precise transport temperature (i.e. the range of permissible temperature is indicated, for example +15°C to +19°C) the Contractor is obliged to set the generator in continuous operation mode for the middle value of the given range;
  - d) after each transport the Contractor is obliged to deliver full and original printout of the thermograph within 14 days from the day of the unloading;
  - e) in case any objection concerning a damage or failing to maintain the indicated temperature has been noted in the shipping documents, the

Contractor must promptly send the temperature printout from the whole period of transport via e-mail or mms (not later than 1 day from the unloading day). Failure to comply with the abovementioned obligations (pointed out in letters a),b),c),d),e) entitles the Ordering Party to charge contractual penalty in the amount of 50% of the remuneration for proper performance of the agreed transport service.

## § 7.

### Declaration of Goods Value and Declaration of Special Interest in Delivery

1. Pursuant to Art. 24 of the CMR Convention and Art. 40 of the Transport Law Act, Grupa Transportowa hereby stipulates that the value of the transported goods exceeds the value of 8.33 SDR per 1 kg of goods. The declared value of the goods is placed in the Transport Order and/or waybill for the transport subject to the transport service.
2. Pursuant to Art. 26 of the CMR Convention, special interest is hereby declared in the subject to this freight, in case of its loss or damage, and also in case of exceeding the agreed delivery term. The Ordering Party declares that the amount of special interest in the delivery was indicated in the Transport Order and/or waybill for the transport that is the subject to the Transport Service.
3. Placing the declaration of freight value or declaration of special interest amount by Grupa Transportowa in goods delivery is subject to remuneration indicated in this order.

## § 8.

### Non-Competition and Confidentiality Clause

1. The Contractor is obliged to keep Grupa Transportowa's trade secrets confidential from the moment of accepting the transport order. The obligation to keep trade secrets confidential remains in force for 12 months from the order fulfilment date.
2. In the case of the Contractor entering into direct talks with a regular client of Grupa Transportowa concerning establishment of cooperation (particularly by concluding transport agreements, freight forwarding agreements, or other agreements similar in terms of subject/nature), the Contractor hereby undertakes to pay the Ordering Party a contractual penalty amounting to EUR 25,000 for each case of entering into such talks. Grupa Transportowa has the right to claim damages from the Contractor in excess of the agreed contractual penalty whenever the actual loss exceeds the amount of the penalty.
3. The client of Grupa Transportowa mentioned in Section 2 above shall be understood as:
  - a) Ordering Party/Contractor/Payer indicated in the waybill or an equivalent document,
  - b) any loader; and/or recipient,
  - c) any entity that is a regular trade partner of Grupa Transportowa, which was included by Grupa Transportowa on a list available for example via the website.
4. Information provided in a Transport Order is confidential, it is a business secret of Grupa Transportowa and cannot be used or disseminated without prior written consent of persons authorised to represent Grupa Transportowa.

## § 9.

### Electronic Communication



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Whenever these GTCTA mention electronic communication, it means the exchange of statements via electronic mail, including document scans, and the exchange of statements via instant messengers used by the Ordering Party/Contractor/Grupa Transportowa with regard to the performance of the agreement/fulfilment of the order.

### §10.

#### Settlement of Disputes and the Governing Law

1. The Parties jointly agree that Polish courts have exclusive jurisdiction to settle any disputes to which these GTCTA apply.
2. Any disputes arising out of the legal relationships to which these GTCTA apply shall be settled by the Court having jurisdiction over the registered office of Grupa Transportowa.
3. The governing law for the settlement of disputes shall be the law of Poland, provisions of the Civil Code, the Transport Law Act (in the case of national transport) or the CMR Convention (in the case of international transport).
4. In the case of cabotage operations, provisions of the Polish law shall apply, and the court of competent jurisdiction for the settlement of potential disputes shall be the court having jurisdiction over the registered office of Grupa Transportowa.

### § 11.

#### Final Provisions

1. In case any of the provisions of these GTCTA is or becomes invalid, the remaining provisions shall remain in force.
2. In the case of a discrepancy between the provisions of the GTCTA and the contents of the orders placed by the Ordering Parties, provisions of the GTCTA shall prevail.
3. In the case of differences between Polish and other language version of GTCTA, Polish version shall prevail.
4. The Contractor/Ordering Party cannot transfer the rights and/or obligations arising out of the agreement/order concluded with Grupa Transportowa in full or in part to a third party without prior written consent of Grupa Transportowa, otherwise null and void.
5. The GTCTA provisions became effective on 11 March, 2024.

### § 12.

#### Information on the Personal Data Protection

Pursuant to Art. 13 of the General Data Protection Regulation of the 27<sup>th</sup> April 2016 (GDPR), I hereby inform that:

1. The controller of the personal data of the Contractor/Ordering Party is: Grupa Transportowa Sp. z o.o. ul. Łódzka 30 AB, 97-300 Piotrków Trybunalski.
2. The personal data of the Contractor/Ordering Party shall be processed for the purpose of performing a freight forwarding/transport agreement pursuant to Art. 6 sec. 1 letter b of the General Data Protection Regulation of the 27<sup>th</sup> April 2016, for the purpose of pursuing claims or protecting oneself against claims (Art. 6 sec. 1 point f of GDPR), and for the purpose of fulfilling legal obligations (Art. 6 sec. 1 point e of GDPR).
3. Recipients of the personal data of the Contractor/Ordering Party shall be:

a) The accounting office providing bookkeeping/accounting services to Grupa Transportowa,

b) Postal operators, banks, and entities rendering advisory, legal and auditing services.

4. Personal data shall not be transferred outside EEA or to international organisations.

5. Personal data can only be transferred to third countries for the purpose of fulfilling legal obligations (customs clearance, accepting/releasing good) in order to perform the agreement.

6. Personal data shall not be subject to automated processing, including profiling.

7. Grupa Transportowa processes personal data for as long as it is necessary to fulfil its legal obligations arising out of the agreement concluded with the Ordering Party/Contractor, including tax law, and throughout the period making it possible to take judicial/non-judicial actions in connection with the exercising of its rights and the protection of claims.

8. The Ordering Party/Contractor has the right to:

- a) Rectify their personal data,
- b) Demand that their personal data is erased,
- c) Restrict the processing of their personal data,
- d) Access their personal data,
- e) Transfer their personal data to another controller,
- f) Object to the way their personal data is processed,
- g) File a complaint with the President of the Personal Data Protection Office.

Piotrków Trybunalski, 11.03.2024

Michał Macherowski

Wiceprezes Zarządu