

**General Order Terms and Conditions of  
Przedsiębiorstwo Przewozu Towarów PKS Gdańsk-Oliwa S.A.  
(hereinafter: PKS Gdańsk-Oliwa)**

1. These General Order Terms and Conditions (hereinafter referred to as the GOT&C or General Terms) specify the rules for conclusion and performance of contracts of transport of goods which apply to the business relationship between PKS Gdańsk-Oliwa and the Carrier (any business entity providing transport or forwarding services) which is entrusted by PKS Gdańsk-Oliwa to render the services of domestic or international road transport of goods. In case the Carrier assigns performance of such contract to any third party, the Carrier shall still be held responsible against PKS Gdańsk-Oliwa for any act or omission of such third party as for its own act or omission within the whole scope included in the order and these General Terms.

2. Any order by PKS Gdańsk-Oliwa shall be an order for transport of goods. The term "freight forwarding" (spedycyjne/PL), mentioned at the beginning of the order, has been used only for reporting and analytical purposes of PKS Gdańsk-Oliwa to distinguish orders performed using its own fleet or third party fleet.

3. The Carrier shall hold any documents and meet any requirements specified by existing legal regulations, including provisions of foreign law, applicable within the route of transport. The Carrier shall hold third party insurance coverage for a carrier with a guarantee amount for one event no less than the value of goods transported under a single order by PKS Gdańsk-Oliwa or the amount or equivalent of EUR 200,000.00 in international road transport of goods and EUR 100,000.00 in domestic road transport of goods if the value of goods has not been specified in the order. Such insurance shall cover any damage arising through theft (kradzież/PL) outside guarded parking lots, aggravated theft (kradzież rozbójnicza/PL), and assault and robbery (rozbój/PL) (pursuant to the Penal Code). The Carrier in the assessment of the situation shall select the safest parking lot. The Carrier's vehicle shall hold valid technical certificate and any necessary documents confirming the vehicle has been approved to perform transport service. Cargo space of such vehicle shall be clean, dry and free from foreign scents. No third party shall stay in the cabin of the vehicle designated by the Carrier to perform the order. In case any of the foregoing obligations is breached, the Carrier shall be obliged to pay contractual penalty in the amount of freight to PKS Gdańsk-Oliwa, and to repay any penalties, fees and sanctions imposed by virtue of the above by state authorities or customers of PKS Gdańsk-Oliwa.

4. The driver shall not be after the use of or under the influence of alcohol (including the state after the use of alcohol as well as insobriety under the provisions of Polish law), or an intoxicant or any substance having impact similar to alcohol, and shall comply with generally applicable legal provisions in this field in the country where the order from PKS Gdańsk-Oliwa is performed. The Carrier empowers security guards at the plant where loading or unloading of the goods covered by an order of PKS Gdańsk-Oliwa shall take place, to test drivers for the presence of alcohol or an intoxicant or any substance having impact similar to alcohol in the organism. In case of violation of any of the above-mentioned obligations, including in the event of the driver's refusal to submit to a test for the presence of alcohol or an intoxicant or any substance having impact similar to alcohol, the Carrier shall be obliged to pay PKS Gdańsk-Oliwa contractual penalty in the amount of freight and to repay any penalties, fees and sanctions imposed by virtue of the above by state authorities or customers of PKS Gdańsk-Oliwa.

5. The driver shall observe any rules and regulations in force at the plant where loading or unloading of the goods covered by an order of PKS Gdańsk-Oliwa shall take place. In case any of the foregoing obligations is breached, the Carrier shall be obliged to repay any penalties, fees and sanctions imposed by virtue of the above by customers of PKS Gdańsk-Oliwa.

6. Without consent of PKS Gdańsk-Oliwa, the Carrier shall not be allowed to subcontract accepted order, in whole or in part, under the pain of contractual penalty in the amount of agreed net freight for each confirmed case of forbidden subcontracting of transport service.

7. The Carrier shall not conduct any additional loading (added load) of shipment not indicated in the order without prior written consent of PKS Gdańsk-Oliwa under the pain of contractual penalty in the amount of full rate of agreed freight. The Carrier shall also not reload or stack the goods without prior written consent of PKS Gdańsk-Oliwa under the pain of contractual penalty in the amount of PLN 10,000.00 (ten thousand PLN).

8. If PKS Gdańsk-Oliwa gives its consent to subcontracting, the Carrier shall verify reliability of any subcontractor it selected, in particular, if there are no regular business relations between the Carrier and such subcontractor. In particular, the Carrier shall verify whether such subcontractor's licence for international transport of goods is maintained in the BOTM database (<http://www.gitd.gov.pl/botm/index.php>), and whether such subcontractor has been placed in the REGON database (<http://www.stat.gov.pl/regon/>). The driver carrying out the transport order shall have a valid certificate of no criminal record.

9. The contract for transport of goods shall be deemed concluded at the moment PKS Gdańsk-Oliwa receives confirmation of acceptance of any order by the Carrier via e.g. fax, e-mail, electronic communicator or any other form, and the Parties assume that no confirmation of the order within 30 minutes from its reception by the Carrier constitutes acceptance of such order without any reservations.

10. The Carrier shall be obliged to check whether the data presented in the order are correct, exhaustive and enforceable, and if any irregularities or discrepancies are found, the Carrier shall be obliged to promptly inform PKS Gdańsk-Oliwa of such fact under the pain of forfeiture of right to refer to such irregularities or discrepancies in the future.

11. The Carrier shall be obliged to inform PKS Gdańsk-Oliwa of completion of the order, any changes and obstacles affecting such order. The Carrier shall (1) notice PKS Gdańsk-Oliwa or any person indicated by it that any shipment has been handed over to the consignee; (2) obtain written confirmation of acceptance of goods on shipping documents from the consignee, such confirmation including, in particular, name and signature and business stamp of the consignee; (3) prepares any documentation required in transport within the scope as ordered by PKS Gdańsk-Oliwa; and (4) takes any measures towards any third party necessary for timely acquisition of such documents.

12. The Carrier and the driver shall not contact directly, i.e. otherwise than through PKS Gdańsk-Oliwa, the consignor, consignee, loader and unloader - under the pain of contractual penalty in the amount of PLN 20,000.00 (twenty thousand PLN).

13. The Carrier's driver shall always have on him/her a mobile phone or any other communication means, and no later than until 9:00 a.m. the driver shall report of the order status, and his/her location every day. In case such requirement is not met, PKS Gdańsk-Oliwa shall charge the Carrier with a contractual penalty in the amount of EUR 50.00 (fifty Euro) for each case where such report has not been submitted.

13<sup>1</sup>. The driver of the Carrier may be obliged by PKS Gdańsk-Oliwa to use the mobile application (indicated by PKS Gdańsk-Oliwa S.A.) during the transport order, through which he/she will have GPS monitoring enabled and will report the activities required by the mobile application. The Carrier is obliged to immediately inform the forwarding agent ordering the carriage of any obstacles or inconsistencies in the use of the application. In the event of failure to comply with the above requirements, PKS Gdańsk-Oliwa shall be entitled to charge the Carrier with a contractual penalty in the amount of EUR 50.00 (fifty euros) for each violation.

13.<sup>2</sup> In the event of suspicions of smuggling or smuggling, the Carrier's driver is obliged to immediately inform PKS Gdańsk-Oliwa forwarding agent. In the event of non-compliance with this obligation, the Carrier shall be liable to the amount of damage suffered by PKS Gdańsk-Oliwa. In addition, PKS Gdańsk-Oliwa shall charge Carrier with all costs and penalties for which PKS Gdańsk-Oliwa will be charged as a result of failure to comply with this obligation by the Carrier.

14. The Carrier shall be obliged to provide means of transport for timely loading or unloading of any shipment, on time and in place as indicated by PKS Gdańsk-Oliwa. In case such obligation is breached, PKS Gdańsk-Oliwa shall have the right to claim payment of contractual penalty from the Carrier:

a) for each delay in providing means of transport for loading or unloading - in the amount of EUR 150.00 (one hundred and fifty Euro) for each commenced hour, whereas the contractual penalty may not exceed the amount of agreed freight;

b) for each failure to provide means of transport for loading – in the amount of 100% of the agreed net freight rate.

Notwithstanding the above, PKS Gdańsk-Oliwa shall be entitled to claim from the Carrier any amounts (including contractual penalties) which are charged on it by its Principal for delay in providing means of transport for loading or unloading or failure to provide means of transport.

15. The Carrier shall be obliged to maintain the highest level of diligence in the course of loading any shipment in order to determine whether (1) the entire goods as indicated in the transport order or documents accompanying such shipment (lieferschein, delivery note, specification etc.) are loaded; (2) the goods and the packaging are intact; and (3) any damage, shortage or any other reservation has been entered into the shipping documents. The Carrier shall be obliged to duly place and protect the goods in the means of transport to provide safe transport, prevent any movement of cargo during transport, and avoid exceeding any parameters under the rules applicable within the route of transport and the vehicle technical specification (axle load, total combined mass of vehicle). Any irregularities should be reported by the Carrier to the forwarding agent ordering such transport located where such irregularity has been found. If any failure to load items of goods indicated in the order is found, PKS Gdańsk-Oliwa shall be entitled to charge the Carrier with a contractual penalty in the amount of EUR 100.00 (one hundred Euro) for each omitted item. Furthermore, the Carrier shall be obliged to refund PKS Gdańsk-Oliwa with any cost of ordering transport of omitted items to any other carrier, unless the Carrier provides transport of such items to the place of destination or any other place indicated by PKS Gdańsk-Oliwa resulting from reasonable needs of the consignee within 48 hours from the moment any shortage of some or all items of goods has been found. In case the Carrier undertakes to deliver omitted part of the shipment as a part of corrective measures as mentioned above, if the 48 hour deadline is not met, PKS Gdańsk-Oliwa shall be entitled to charge the Carrier with additional contractual penalty in the amount of EUR 500.00 (five hundred Euro).

16. In case the Carrier is found to be held responsible for damage to or shortage in any shipment or failure to meet any other obligations under the order or General Terms, whether by own act or omission or act or omission of any person under the Carrier's charge, PKS Gdańsk-Oliwa shall be entitled to withhold payment of agreed freight until the end of damage remediation procedure undertaken by the insurer providing third party insurance to the Carrier or until any disputed matters are clarified by the Carrier, the Carrier responds to any claim or request of payment, and returns any enclosed documents.

16<sup>1</sup>. In the event of damage or deficiencies in the shipment, in order to clarify all circumstances related to its occurrence and determination of possible liability, the carrier is obliged to immediately provide PKS Gdańsk-Oliwa with the following documents and information:

- a) licenses for national/international road transport,
- b) Carrier's liability insurance,

- c) a written driver's statement regarding the circumstances of the damage,
  - d) photos from the place of the event,
  - e) driver's license,
  - f) registration document of the vehicle / trailer,
  - g) recording from the tachograph, GPS recording
- under penalty of contractual penalty in the amount of agreed freight.

17. In case the Carrier is unable to accept any shipment on time and in place indicated in the order by reasons attributable to PKS Gdańsk-Oliwa or its Principal, the Carrier shall be entitled to claim contractual penalty in the amount of EUR 50.00 (fifty Euro).

18. Any obstacle beyond control of the Carrier or any other person acting on its behalf (orders of authorities, natural disasters, strikes etc. and any other events specified as force majeure) preventing the Carrier to perform its obligations, in whole or in part, release the Carrier from any responsibility for timely performance of any order for the duration of such obstacle. However, the Carrier shall immediately inform PKS Gdańsk-Oliwa of such obstacle under the pain of contractual penalty in the amount of EUR 100.00 (one hundred Euro).

19. The Parties agree that idle time during loading or unloading shall be limited to 8 hours in case of container transport, 24 hours in case of domestic transport, and up to 48 hours in case of international transport (not including statutory non-business days within the country where the vehicle is located). PKS Gdańsk-Oliwa shall not be held responsible for any idle time during loading or unloading non-attributable to PKS Gdańsk-Oliwa or its Principal. Any idle time shall immediately be reported by the Carrier to PKS Gdańsk-Oliwa by written or oral communication. Any idle time shall be confirmed with the idle sheet signed by the loader/unloader. If and when it is confirmed that idle time is not attributable to the Carrier, PKS Gdańsk-Oliwa shall confirm it in writing. The fees for idle time shall be agreed in writing, otherwise PKS Gdańsk-Oliwa shall not consider the Carrier's claim for payment of such fees.

20. Any information of business value obtained by the Carrier in connection with performance of the contract, including particular orders, in particular, any information pertaining to organizational, financial, and commercial conditions included in the contract between PKS Gdańsk-Oliwa and the Carrier are of confidential nature, and shall be used by the Carrier and any entity under the Carrier's charge only for the purpose of performance of any order submitted by PKS Gdańsk-Oliwa. The Carrier shall apply the most strict confidentiality rules towards any aforementioned information for 3 years from performance of the last order under the contract under the pain of contractual penalty in the amount of EUR 100,000.00 (one hundred thousand Euro) for each event of disclosure of confidential information.

21. The Carrier or its subcontractor, within two years from acceptance of any order, shall not be entitled to offer or provide, directly or indirectly (under the order or by persons related or next of kin or any entities related by equity or by person with it or with persons related or next of kin), any transport or freight forwarding services to any entities indicated to the Carrier in such order or for any third parties related whatsoever to performance of such order (Principals of PKS Gdańsk-Oliwa, consignors or consignees) under the pain of withholding any payment and charging the Carrier with contractual penalty in the amount equal to EUR 20,000.00 (twenty thousand Euro).

22. Upon performance of any transport service, the Carrier shall be obliged to deliver the original of a VAT invoice and two sets of original documents confirming completion of transport (in particular bills of lading, specifications of goods, delivery notes, lieferschein etc. confirmed by the consignee), no later than within 10 days from the date of unloading in case of international transport, and no later than within 5 days from the date of unloading in case of domestic transport, with the reservation that within the above-mentioned terms such documents shall be delivered to PKS Gdańsk-Oliwa. **Due to the obligation of PKS Gdańsk-Oliwa to report transactions to the Polish Ministry of Finance, the Carrier**

**shall provide PKS Gdańsk-Oliwa with the aforementioned documents in accordance with the conditions and terms indicated above.** The Carrier shall also send PKS Gdańsk-Oliwa a scan of a set of documents confirming completion of transport within 48 hours from unloading to the e-mail address: [skany@pks-sa.com](mailto:skany@pks-sa.com). If the Carrier breaches any of the above-mentioned obligations, a contractual penalty of PLN 200.00 (two hundred zlotys) will be charged for each commenced calendar day of delay, but the contractual penalty may not exceed the agreed freight. Payment term of a VAT invoice shall be calculated from the day when PKS Gdańsk-Oliwa receives the original of a VAT invoice and two sets of original documents confirming completion of transport.

23. The Carrier shall not transfer to any third parties any amounts due from PKS Gdańsk-Oliwa under the contracts these General Terms refer to. Any such transfer shall not be valid unless prior written consent of PKS Gdańsk-Oliwa is given.

24. The carrier acknowledges and accepts that if the consignor or loader finds that the vehicle designated by the Carrier to carry out the order does not have the required amount of specific equipment necessary to secure the cargo or that such equipment that does not meet its standards, such equipment may be handed to the driver and the Carrier shall be charged with contractual penalty in the amount of the costs associated therewith by PKS Gdańsk-Oliwa. The Carrier also accepts that some of the records of equipment handed to drivers are kept in an electronic system and do not require that the driver acknowledges receipt of the equipment. In the event of doubt as to the 3 requirements for vehicle equipment necessary to carry out an order, the Carrier shall refer a question to PKS Gdańsk-Oliwa before execution of that order.

25. PKS Gdańsk-Oliwa and the Carrier shall comply with all applicable laws, regulations, codes and decisions on preventing and combating corruption and not engage in any activity, practice or conduct that constitutes an offense under anti-corruption laws. The Carrier shall maintain, throughout duration of an order, appropriate policies and procedures to ensure compliance with anti-corruption laws.

26. The Carrier shall, if the order accepted for performance includes territory of any of the countries with valid minimum wage regulations, including in particular the Federal Republic of Germany, the Republic of Austria, the French Republic, the Italian Republic and Norway, when the minimum wage regulations valid on the territory of a particular country are applicable to the carriage, fully comply with these provisions, in particular with regard to the obligations of determining the driver's remuneration and its payment, including the remuneration due for overtime work and supplements to wages, and any other requirements which an employer is obliged to fulfill delegating workers to the territory of particular country. In addition, the Carrier ensures PKS Gdańsk-Oliwa that in case of entrusting a subcontractor with performance of an order, the Carrier undertakes to obligate that subcontractor to comply with provisions on minimum wage within the scope specified above, and the Carrier shall bear full responsibility for compliance with those provisions by the subcontractor. At the same time the Carrier agrees that in the event of any breach of rules or commitments referred to above, it shall release PKS Gdańsk-Oliwa from any liability. This means that PKS Gdańsk-Oliwa within internal collaboration with the Carrier shall, in particular, be free from any legal obligations related to third party claims, including claims for damages, as well as any fines and administrative penalties, in each case of possible violation of law.

26<sup>1</sup>. Carrier, as defined in Section 2 of the Act on the system of monitoring of road and rail transport of goods (SENT), is aware of its obligations under this Act and commits itself to their performance in so far as the provisions of that law oblige it - in particular to equip means of transport in locators, i.e. telecommunications terminal devices using satellite positioning and data transmission technologies, on which the software provided by the Head of the National Tax Administration in Poland will be installed, used to monitor the route of the transport of goods. The Carrier agrees that the relevant parties will send to his e-mail address and telephone number information's, which are necessary to perform the aforementioned obligations, including the reference number and the authentication key, which are required to fulfill the obligations by Carrier under the Monitoring Act In the event of

necessity to make registration, the Carrier is obliged to provide the PKS Gdansk-Oliwa without delay necessary data. The carrier bears full to PKS Gdańsk-Oliwa, due to non-performance or improper performance by the Carrier of the aforementioned obligations.

27. In case any order or these General Terms stipulate an obligation of the Carrier to pay contractual penalty, PKS Gdańsk-Oliwa shall be entitled to claim compensation exceeding the amount of such contractual penalty if relevant damage exceeds stipulated contractual penalty. If any contractual penalty is stipulated in Euro, PKS Gdańsk-Oliwa shall be entitled to claim contractual penalty in Euro or Polish zloty according to average exchange rate announced by the National Bank of Poland on the day preceding the day the invoice or debit note is issued. PKS Gdańsk-Oliwa shall also be entitled to claim compensation under general principles from the Carrier if no contractual penalty has been stipulated for such case. In case both PKS Gdańsk-Oliwa and the Carrier may claim due amounts from each other, PKS Gdańsk-Oliwa shall be entitled to deduct such due amounts; setting off mutual claims by the Carrier shall require prior written consent of PKS Gdańsk-Oliwa under the pain of nullity.

28. The content of any order or these General Terms shall abrogate, in case of any conflict or doubts, any previous arrangements between PKS Gdańsk-Oliwa and the Carrier. PKS Gdańsk-Oliwa shall not be held responsible for any results of additional instructions given by any person other than PKS Gdańsk-Oliwa or its authorized employees.

29. In case of any discrepancies between provisions of any order and these General Terms, the order conditions apply.

30. Any dispute resulting from any contract to which these General Terms apply shall be resolved by a common court with jurisdiction over the registered office of PKS Gdańsk-Oliwa.

31. Unless the Parties agreed otherwise, any contract to which these General Terms apply shall be governed by Polish law.

32. I consent to the processing of my personal data, including e-mail address and telephone number by PKS Gdańsk-Oliwa, for the needs of the fulfillment of the order and to offer other services provided by PKS Gdańsk-Oliwa. According to art. 13(1)(2) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC (general regulation on data protection - hereinafter "RODO"), Przedsiębiorstwo Przewozu Towarów PKS Gdańsk-Oliwa S.A. with its registered office in Gdańsk, 80-394 Gdańsk, ul. Kołobrzeska 28, as the Administrator of personal data, informs you as follows:

1. Providing your personal data is voluntary but necessary to fulfill the order and to offer other services provided by PKS Gdańsk-Oliwa
2. Your personal data will be processed in order to fulfill the order and to offer other services provided by PKS Gdańsk-Oliwa (the objective resulting from the legitimate interests pursued by the Administrator),
3. Your personal data may be transferred to entities participating in the fulfillment of the order, including the client of PKS Gdańsk-Oliwa, the sender and recipient of goods, also to a third country, if it is necessary in order to fulfill the order and will result from the conditions of the accepted order; in the remaining scope, the Administrator will not pass on your data to third parties without your express consent, unless it is necessary for the Administrator to fulfill his legal obligations,
4. you have the right to ask the Administrator for access to your data, to correct, delete, or limit processing of the data as well as the right to object to data processing and the right to transfer data,

5. you have the right to withdraw your consent to the processing of personal data at any time without affecting the lawfulness of the processing, which was performed on the basis of the consent before its withdrawal,
  6. personal data you have provided will be processed on the basis of art. 6 (1) a) and f) of RODO,
  7. Your personal data will be stored for a period necessary to fulfill the order and to offer other services provided by PKS Gdańsk-Oliwa and the Administrator's compliance with the legal obligation to store the documentation related to the completed contracts.
  8. Data Protection Officer at PKS Gdańsk-Oliwa is Ms Bożena Grzanowska, e-mail: [iodo@pks-sa.com](mailto:iodo@pks-sa.com),
  9. You have the right to lodge a complaint with the supervisory body of PUODO, if you feel that the processing of your personal data violates the provisions of the RODO.
33. These General Terms supersede, as of the effective date of these General Terms, the terms applicable hitherto "General Order Terms and Conditions of Przedsiębiorstwo Przewozu Towarów PKS Gdańsk-Oliwa S.A. („Ogólne Warunki Zlecenia Przedsiębiorstwa Przewozu 4 Towarów PKS Gdańsk-Oliwa S.A./PL) determined by the resolution of the Management Board of Przedsiębiorstwo Przewozu Towarów PKS Gdańsk-Oliwa S.A. of 21/02/2014, effective as of 21/02/2014.
34. Any mention of General Order Terms and Conditions or GOT&C in applicable orders or contracts where PKS Gdańsk-Oliwa is one of the parties constitutes these General Terms.
35. All correspondence regarding the transport order will be in Polish or English.

Provisions of these General Terms have been determined by the resolution of the Management Board of Przedsiębiorstwo Przewozu Towarów PKS Gdańsk-Oliwa S.A. of 09/01/2017, and are effective as of 10/01/2017. This uniform text includes changes introduced by the resolution of the Management Board of Przedsiębiorstwo Przewozu Towarów PKS Gdańsk-Oliwa S.A. of 18/12/2018 effective as of 01/01/2019.