

THE GENERAL ORDER TERMS AND CONDITIONS OF CARRIAGE OF GOODS PRZEDSIĘBIORSTWO PRZEWOZU TOWARÓW PKS GDAŃSK-OLIWA S.A.

1. Definitions.

1.1 The terms used herein below mean:

- a) **Civil Code** – polish Civil Code Act of 23 April 1964. (Journal of Laws No. 16, item 93, as amended);
- b) **CMR Convention** - the Convention on the Contract for the International Carriage of Goods by Road (CMR) and the Protocol of Signature, signed in Geneva on 19 May 1956. (Journal of Laws 1962, No. 49, item 238);
- c) **Consignor** - an entity authorized to deliver a consignment, also if it acts by third parties acting on its behalf;
- d) **Consignee** - an entity authorised to receive a consignment, also if it acts by third parties acting on its behalf;
- e) **Waste Act**- Waste Act of 14 December 2012. (Journal of Laws of 2013, item 21, as amended);
- f) (f) **Transport Law** - the Transport Law of 15 November 1984. (Journal of Laws No. 53, item 272, as amended);
- g) **SENT Act**- Act on the system of monitoring road and rail freight transport and trade in heating fuels of 9 March 2017. (Journal of Laws of 2017, item 708, as amended);
- h) **ADR Act** - Act on the Transport of Dangerous Goods of 19 August 2011. (Journal of Laws No. 227, item 1367, as amended);
- i) **Standard equipment** - equipment for full truckload transport, consisting of 12 belts, 24 corner protectors, anti-slip mats;
- j) **Transport order** - an offer to provide transport services including at least the name and address of the consignor, name and address of the consignee, place of loading and unloading of goods, specification of the subject of the shipment, proposed price for transport services;
- k) **Transport law** - Transport Law Act of 15 November 1984 (Journal of Laws No. 53, item 272, as amended)
- l) **Contractor** - an entity being an entrepreneur performing international and domestic commercial transport of goods, accepting the order for execution;
- m) **Customer** - an entity which is an entrepreneur ordering transport of goods on its own behalf or on behalf of another person.

2. General provisions.

2.1 These General Order Terms and Conditions of Carriage (hereinafter referred to as: **Terms and Conditions**) shall apply in the case of acceptance by Przedsiębiorstwo Przewozu Towarów PKS Gdańsk-Oliwa SA (hereinafter referred to as: **PPT PKS Gdańsk-Oliwa SA** or the **Contractor**) to carry out the order for transport of goods received from the Customer. They should be used in the following manner:

- a) in case when the Customer has placed an order for the transport of goods by telephone, these Terms and Conditions shall apply,
- b) if the Customer has placed an order for transport of goods in writing or in electronic form, but has not sent the general terms and conditions of the agreement, these Terms and Conditions shall apply,
- c) if the Customer has placed an order in writing or in electronic form together with the general terms and conditions of contract, the provisions of both model contracts shall apply, with the provision that there shall be no conflicting provisions in force.

2.2 In matters not regulated by these General Terms and Conditions of Order, the provisions of CMR Convention, Transport Law and the Civil Code shall apply.

2.3 Terms and Conditions of Order do not apply to contracts concluded with consumers.

3. Contract of carriage.

3.1 In order to conclude a contract of carriage, the Customer shall submit to the Contractor a proposal to provide transport services in the form of a transport order. The contract of carriage shall be concluded after the terms of carriage have been agreed and the order of carriage for execution by the Contractor has been accepted unambiguously.

3.2 The Customer shall provide all information and documents necessary for the performance of the carriage of goods, and in particular information concerning the type and characteristics of the goods transported, as well as information concerning the procedures for the carriage of goods and legal requirements.

3.3 The Customer shall also inform the Contractor if the order for the carriage of goods concerns the carriage of dangerous goods under the ADR Act, goods covered by the road monitoring system under the SENT Act, goods constituting waste under the Waste Act.

3.4 The Contractor shall be released from any liability in the event of inaccuracy of the aforementioned data provided by the Client or in the event of lack of required documents, including customs documentation, which the Client was obliged to provide. The Client is also obliged to cover all penalties, fines and other charges imposed on the Contractor for lack of documentation or false data concerning the transported goods. The Client is obliged to cover all costs related to irregularities in the transported cargo or related documentation, for which the carrier is not responsible including the costs of vehicle stoppage resulting from these irregularities. The rate for one hour of vehicle stoppage is 35 EUR.

3.5 If the Customer acts on behalf and for the benefit of the Consignor or the Consignee, it is assumed that it is authorized by these entities to act on their behalf.

3.6 Any changes in the conditions of carriage specified in the agreement before proceeding to the performing of the contract of carriage, the Customer shall agree with the Contractor and confirm them in writing or by means of remote communication (e-mail, fax, sms).

4. The conditions of carriage.

4.1 Date of loading (exact time and date) and place of receipt and delivery of the goods shall be clearly stated in the transport order, in particular in the event that a time limit for loading or unloading is agreed as a "fix".

4.2 The Contractor may entrust the performance of the assignment to its subcontractor. The Contractor shall be responsible for the activities of the downstream carriers as for its own activities.

4.3 The Customer/Consignor is responsible for the proper preparation of the goods for transport and their packaging.

4.4 Cargo activities, including loading and distribution of goods and unloading shall be the responsibility of the Consignor or the Consignee, respectively.

4.5 The activities related to securing the consignment, unless the contract of carriage provides otherwise, shall be the Contractor's responsibility. If the goods require a non-standard method of fastening or securing, the Customer shall inform the Contractor thereof and agree with the Contractor on such method.

4.6 If, upon arrival at the place of unloading, the Consignee refuses to accept the goods or there are obstacles to their release, the Contractor shall request instructions from the Customer. The Customer shall immediately give instructions to that effect and, if it fails to do so, the Contractor

may unload the consignment on behalf of an authorised person, storing it in a warehouse, customs warehouse or entrusting it to a third party, in which case it shall be responsible only for a reasonable choice of that person or place. The Contractor shall have the right to recover any costs incurred in connection with the request and execution of the instructions.

- 4.7 If no obligation to return pallets or the place of return is expressly stated in the contract of carriage or consignment note, the Contractor shall be deemed not to be obliged to do so. The same shall apply in the case of return/download of documents related to return/download of pallets, if the obligation to return/download such documents is not expressly stated in the transport contract or consignment note, the Contractor shall be deemed not to be obliged to do so.

5 Remuneration and contractual penalties.

- 5.1 The price of the transport service includes the time allocated for loading or unloading specified in the order, which cannot be longer than 8 hours for each of these activities, in the case of groupage shipments the time allocated for loading or unloading cannot be longer than 30 minutes.
- 5.2 If the loading time referred to in clause 5.1 is exceeded, the Contractor shall be entitled to charge a contractual penalty of EUR 30 for each subsequent hour of demurrage and after exceeding the first day of downtime of EUR 300 for each commenced next day of demurrage, but not more than the agreed remuneration. The Contractor undertakes to notify the Customer of any such stoppage immediately.
- 5.3 If the order does not specify the date of payment, the payment for transport shall be 14 days from the date of delivery of the VAT invoice with documents confirming the performance of the service to the Customer. In the event of a collision of payment terms, it is stipulated that the payment term may not exceed 60 days counted from the date of delivery of the VAT invoice to the Customer together with documents confirming the performance of the transport service.
- 5.4 VAT invoice and documents confirming the performance of the transport service shall be sent within 21 days from the date of unloading in the form of scans, by electronic means.
- 5.5 Payment for the performed service cannot be dependent in any way on the delivery of documents confirming the performance of the service. Any contractual penalties (financial and extension of the payment period) for this reason are considered unreserved.
- 5.6 Customer shall not be entitled to set off his receivables against the Contractor's receivables.

6 Withdrawal from the contract, modification of the contract, contractual penalties.

- 6.1 The Contractor is entitled to withdraw from the contract until loading, provided that in the event of withdrawal less than 48 hours before the loading date, this can only take place for important reasons.
- 6.2 The Contractor is entitled to withdraw from the contract also on the day of loading in the following cases:
- a) after the delivery of the means of transport at the place of loading, the Consignor/Loader refuses to deliver the consignment,
 - b) Consignor/Loader did not prepare the consignment for delivery or did not load the consignment on the date indicated in the order, taking into account the time of demurrage for loading,
 - c) the consignment prepared for delivery differs significantly from the description of it in the order with respect to the subject of the consignment, its size or the manner of packaging; or
 - d) the consignment note contains data not in accordance with the provisions of the order or not covered by the contract, in particular:
 - special delivery interest clause,

- the value of the consignment was declared in case of its loss or damage, the amount of which exceeds the value of compensation calculated in accordance with 23 paragraph 3 of the CMR Convention,
 - change of the place of loading or unloading, if the execution of this order entails excessive costs or a significant difficulty for the Contractor.
- 6.3 If the Contractor withdraws from the transport agreement in the cases specified in point 6.2., the Customer shall pay the Contractor a contractual penalty corresponding to 100% of the agreed remuneration, which does not exclude the possibility of claiming compensation in the amount exceeding the value of the contractual penalty under general rules.
- 6.4 If the Customer changes the place of loading or unloading during the execution of the order, the Customer shall be obliged to pay additional remuneration on this account. In the event that changing the place of loading or unloading will result in excessive costs for the Contractor or significant difficulty in accordance with point 6.2. d), the Contractor shall be entitled to withdraw from the agreement and demand payment of the contractual penalty in accordance with clause 6.3.
- 6.5 In case of delay in delivery of goods, the Contractor shall be obliged to pay compensation only if the Customer proves that he suffered damage as a result of the delay. In terms of the amount of damage, the relevant provisions of the CMR Convention and the Transport Law should be applied.
- 6.6 In the event of failure to provide a means of transport or delay in providing a means of transport, the Contractor shall be liable in accordance with the general rules set forth in the Civil Code.

7 Determination of the condition of the shipment, complaint procedure.

- 7.1 At the moment of delivery of the goods to the place of unloading, the Consignee should check its condition and report any possible objections in case of visible shortages or damage, while in case of shortages or invisible damage should report reservations within 7 calendar days from the date of delivery. If the Consignee fails to perform the above mentioned actions within the specified time limits, it shall be presumed that he has received the goods in a complete and undamaged condition, and the claims for damages against the Contractor shall expire.
- 7.2 In case of any reservations raised by the Consignee immediately after the arrival of the goods at the place of unloading, the Contractor and the Consignee shall draw up a report on the condition of the consignment, which should contain in particular information concerning:
- a) type of damage of the goods,
 - b) the extent of the damage, including losses in quantity, weight or volume,
 - c) the estimated time and place of damage to the goods,
 - d) the presumed causes of the infringement.
- The report shall be signed by all persons involved in ascertaining the condition of the consignment and shall each receive one copy.
- 7.3 In case of any reservations made by the Consignee within 7 calendar days from the date of delivery, the report of establishing the condition of the consignment shall be drawn up only at the request of an authorized person.
- 7.4 In order to assert claims for damages related to the performance of the contract of carriage, the Customer should submit a complaint in writing (e-mail does not constitute an written form), which should include:
- a) the date of preparation of the complaint,
 - b) the data of the Customer,
 - c) the Contractor's details,
 - d) the title and justification of the complaint,
 - e) the amount of the claim, the manner in which the claim is calculated,

- f) documents proving the existence and amount of the damage,
 - g) signature of the person entitled to submitting a complaint.
- 7.5 The complaint or the request to draw up a protocol by the Consignee does not constitute a statement of objections as to the condition of the shipment.
- 7.6 Submitting a complaint does not result in withholding payment for the service performed by a Contractor.
- 7.7 The time of considering a complaint by the Contractor depends on establishing the facts of a given case and collecting the necessary documentation.
- 7.8 If the Customer has received a complaint from the Consignor or from the Consignee, he shall be obliged to forward the complaint together with all documents attached thereto and to present the proof of payment of the charge.
- 7.9 During the examination of the complaint, the Customer is obliged to cooperate with the Contractor and provide him with all explanations in connection with any doubts arising during the complaint process.
- 7.10 If the Customer does not cooperate and does not provide explanations during the complaint process, the Contractor may consider the complaint as closed in the Customer's fault.

8. Confidentiality.

- 8.1 Any information received by the Customer in connection with the performance of the transport contract, including information concerning organizational, financial and commercial conditions, shall be confidential and may not be distributed and used without the Contractor's consent.
- 8.2 The obligation to maintain confidentiality shall not apply to cases of disclosure of information under mandatory provisions of law, as well as at the request of authorized public authorities. The Customer shall immediately inform the Contractor about the disclosure of information and the authority to which the information has been made available and the scope of its disclosure.
- 8.3 The Customer undertakes to keep the data obtained by him confidential for a period of 5 years from the date of performance of the transport order service.
- 8.4 In the event of a breach of confidentiality, the Customer shall be obliged to pay a contractual penalty of EUR 50,000 for each case of breach of confidentiality.

9. Information clause on data processing.

- 9.1 In accordance with Article 13 (1) and (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 Data Protection Regulation - hereinafter referred to as "GDPR"), the Contractor informs that:
- a) The personal data controller is Przedsiębiorstwo Przewozu Towarów PKS Gdańsk-Oliwa SA, ul. Kołobrzeska 28, 80-394 Gdańsk,
 - b) the Inspector of Personal Data Protection of PPT PKS Gdańsk-Oliwa SA should be contacted at the indicated e-mail address: iodo@pks-sa.com,
 - c) personal data will be processed on the basis of Article 6(1)(a) and (f) of the GDPR,
 - d) providing any personal data is voluntary, but necessary to carry out the order and offer other services provided by PPT PKS Gdańsk-Oliwa SA,
 - e) personal data will be processed in order to realize the order and offer other services provided by PPT PKS Gdańsk-Oliwa SA (purpose resulting from legally justified interests pursued by the Administrator),
 - f) personal data may be transferred to entities participating in the execution of the order, as well as to a third country, if it is necessary for the execution of the order and results from the terms and conditions of the order accepted for execution; in the remaining scope, the Administrator

will not transfer personal data to third parties without the express consent of the person to whom the personal data relate, unless it is necessary to comply with the Administrator's legal obligations,

- g) the data owner shall have the right to request from the controller access to the content of his or her data, their rectification, erasure or restriction of processing, as well as the right to object to the processing and the right to data portability,
- h) the data owner shall have the right to withdraw consent to the processing of personal data at any time without affecting the lawfulness of the processing carried out on the basis of consent prior to the withdrawal of consent,
- i) personal data shall be stored for the period necessary for the execution of the order and offering other services provided by PPT PKS Gdańsk-Oliwa SA and the Administrator's legal obligation to keep documentation related to the completed contracts.

10. Final Provisions

- 10.1 The transfer of receivables resulting from the concluded contract of carriage requires written consent of the Contractor.
- 10.2 The Contractor does not accept any prohibitions of competition or neutrality towards customers of the Customer.
- 10.3 The applicable law regardless of the place of performance of the contract of carriage is Polish law.
- 10.4 The competent court for disputes that may arise from the conclusion or performance of the contract of carriage shall be the competent court of law in Gdańsk.