General Terms and Conditions
of the Cargo Carriage Company PKS Gdańsk-Oliwa S.A.
(referred to in the text as: PKS Gdańsk-Oliwa)

1. The present general Terms and Conditions (referred to as the Terms or the General Terms and Conditions) describe the mode of entering into and execution of the carriage of goods, which apply in relationships between PKS Gdańsk-Oliwa and the Carrier (an entrepreneur dealing in the provision of carriage or forwarding services), whom PKS Gdańsk-Oliwa would contract to provide services of domestic or international road carriage of cargo. Should the Carrier contract a third party to perform the service, the Carrier is responsible against PKS Gdańsk-Oliwa for the actions or inactions of these third parties as if they were their own actions or inactions in the entire scope covered by the order and in line with the present Terms, while the subcontracting of the service with a third party requires prior consent of PKS Gdańsk-Oliwa.

NOTE: POINTS 2 - 5 APPLY ONLY TO POLISH CARRIERS

2. When entering into a contract of carriage of goods, the Carrier hereby enters with PKS Gdańsk-Oliwa into a self-billing contract, encompassing the Carrier permitting PKS Gdańsk-Oliwa to issue structured invoices and corrective invoices in KSeF on its behalf and for its account during the term of this agreement in relation to the purchase/sale/delivery of goods and services resulting from the scope specified by European Union regulations. The Carrier is obliged to immediately grant PKS Gdańsk-Oliwa the right to self-invoice in KSeF. Structured invoices and corrective invoices in KSeF issued on the terms specified in this agreement shall be marked 'SAMOFAKTUROWANIE' (self-invoicing). Furthermore, the Carrier accepts that, as part of self-invoicing, PKS Gdańsk-Oliwa will issue charges for downtime and waiting time during loading/unloading, unless these charges are settled by a note.

3. Within the scope of self-invoicing, as described under item 2 above, PKS Gdańsk-Oliwa accepts as the currency exchange rate for the settlement of the performed carriage services, accepts the mean exchange rate of the National Bank of Poland from the day preceding the day of unloading, with the date of unloading taken as the date of sale. Structured invoices will be issued with the current date, i.e. within 48 hours of receiving a complete set of documents. The Carrier sends the transport documents together with information about the currency in which they want to be paid via the OPTICARRIER Carrier Platform. Depending on the selected settlement option, a single structured invoice will be issued for a single transport or a collective invoice for several orders.

4. The conclusion of a self-invoicing contract means that the Carrier:
   a) shall not issue invoices to PKS Gdańsk-Oliwa in the contract Term,
   b) shall notify PKS Gdańsk-Oliwa immediately should they be stricken from the register of active payers of VAT, and in case of sale of the company or any change in their registration data,
   c) shall notify PKS Gdańsk-Oliwa immediately in writing of any change to the bank account provided in the present Contract, related to the conducted business activity,
   d) states hereby that the bank account they indicate is related to the operated business,
   e) shall provide PKS Gdańsk-Oliwa with the documents necessary to issue structured invoices for the services rendered, and in particular shall settle the order by completing the self-invoicing data on the OPTICARRIER Carrier Platform (information on the choice of payment settlement, i.e. discount or regular term payment, information on the choice of settlement currency, actual loading and unloading dates), originals or scans of CMR/waybills together with any other evidence confirming the performance of the transport service attached to the order
   f) informs PKS Gdańsk-Oliwa immediately in writing on the change of the e-mail address for the sending and confirmation of electronic invoices.

5. Within the scope of the self-invoicing contract, PKS Gdańsk-Oliwa shall:

a) shall issue structured invoices in KSeF and then make the invoice visualisation (PDF) available to the Carrier electronically via the e-mail address provided by the Carrier. The moment of issuing a structured invoice is the date of sending it to KSeF. The Carrier shall accept the invoice by sending an e-mail to: samofakturowanie@pks-sa.com. If no confirmation of the invoice is received at the above address within 24 hours, it shall be assumed that the Carrier has no objections to the invoice issued. In the event of justified objections, PKS Gdańsk-Oliwa will issue a corrective invoice in KSeF.
b) notify the Carrier immediately should they be stricken from the register of active payers of VAT.
c) not issue debit notes in name of the Carrier.
d) in the event of a KSeF system failure on the part of the Ministry of Finance, invoices will be issued offline and marked accordingly, in accordance with the current provisions of the VAT Act. In such a case, PKS Gdańsk-Oliwa will provide the Carrier with an invoice in electronic form in accordance with the structured invoice template. Such an invoice shall constitute the basis for entry in the books and payment. PKS Gdańsk-Oliwa undertakes to enter the invoice into KSeF immediately after the failure has been rectified, within the time limits provided for by law. The Carrier accepts that the KSeF number will be assigned to the invoice with a date later than the date of its original delivery offline.

6. The Carrier should hold all documents and conform to all requirements set forth by the provisions in force, including by external legal systems valid along the route of carriage. The Carrier must be insured for third-party carried liability, with a guarantee amount per single event not less than the value of goods transported in a single order of PKS Gdańsk-Oliwa or the amount or equivalent of EUR 200,000 for international carriage and EUR 100,000 for domestic carriage, if the value of the goods is not indicated in the order. The insurance must cover liability for damage due to theft outside of attended parking lots, aggravated theft, assault and burglary (as per the Polish Penal Code). The Carrier, assessing their actual situation, shall make the choice of the safest parking lot available. The vehicle of the Carrier must hold a current technical inspection and necessary documents confirming the good technical condition of the vehicle for the performance of carriage. The cargo space must be clean, dry and free from alien smells. It is forbidden for third parties to remain in the cabin of the vehicle used by the Carrier to perform the service. Should any of the above-indicated obligations be violated, the Carrier is obliged to pay to PKS Gdańsk-Oliwa a contractual penalty of EUR 100 for each case of violation, and reimburse all penalties, fees and sanctions imposed for this reason by public authorities or business partners of PKS Gdańsk-Oliwa as damage compensation exceeding the contractual penalty, the charging of which is hereby allowed by the Parties.

7. The driver may not remain under the influence or following use of alcohol (including following the consumption of alcohol or intoxicated according to provisions of local law) or any other control substances or any other substances having a similar effect to alcohol, and is obliged to abide by commonly valid legal provisions in this regard in the territory of the country, where the order of PKS Gdańsk-Oliwa. The Carrier entitles the security employees of the plant where loading or unloading is taking place in terms of the order by PKS Gdańsk-Oliwa to test the driver for the presence of alcohol or intoxicants or any substances acting similar to alcohol in the body. The decline to submit to the test constitutes grounds to cancel the order, understood as a withdrawal from the Contract for reasons of the contractor. Should any of the above-indicated provisions be violated, including if the driver would decline to submit to the test of the presence of alcohol, any other intoxicant or any substance acting similar to alcohol, the Carrier is obliged to pay to PKS Gdańsk-Oliwa a contractual penalty amounting to 50% of the freight fee and reimburse all penalties, fees and sanctions imposed for this reason by public authorities or business partners of PKS Gdańsk-Oliwa as damage compensation exceeding the contractual penalty, the charging of which is hereby allowed by the Parties.

8. The driver is obliged to adhere to all rules and terms valid at the premises of the plant, where the loading or unloading of goods shall be taking place within the scope of the order of PKS Gdańsk-Oliwa. In case of violation of any of the above-indicated obligations, the Carrier is obliged to reimburse PKS

Gdańsk-Oliwa for all penalties, fees and sanctions imposed for this reason by business partners of PKS Gdańsk-Oliwa.

9. Without consent of PKS Gdańsk-Oliwa, the Carrier may not subcontract the accepted order in full or in part under pain of a contractual penalty amounting to 30% of the agreed net freight fee for each discovered case of prohibited subcontracting of the transport service.

10. The Carrier has no right to add any load of any cargo not indicated in the order without prior written consent to this by PKS Gdańsk-Oliwa under pain of a contractual penalty of 50% of the agreed freight fee. The Carrier is also forbidden from transshipment or stacking of the cargo without prior written consent of PKS Gdańsk-Oliwa under pain of contractual penalty in the amount indicated above.

11. The Contract of carriage of goods is considered to be concluded the moment PKS Gdańsk-Oliwa would receive confirmation of the Carrier of acceptance of the order for execution, e. g. by fax, e-mail, any electronic communications system or in any other form, whereby the Parties assume that lack of confirmation of acceptance of the order within 30 minutes of the Carrier having received it is deemed to constitute acceptance of the order without reservations, if the Parties conduct business together permanently.

12. The Carrier is obliged to check whether the data provided in the order is correct, exhaustive and plausible, and if any inconsistencies or errors should be found, the Carrier is obliged to immediately notify PKS Gdańsk-Oliwa of this fact, under pain of the loss of right to invoke them in the future.

13. The Carrier is obliged to notify PKS Gdańsk-Oliwa about the execution of the order, about all changes and obstacles that would influence it, to notify them or persons indicated by them about the transfer of the shipment to the recipient, shall acquire from the recipient of the shipment written confirmation of receipt of the goods on transport documents, encompassing in particular the first and last name and a signature and company stamp of the recipient, to draw up documents required in terms of transport within the scope contracted by PKS Gdańsk-Oliwa, and shall also undertake with respect to third parties any actions necessary for the purpose of timely receipt of such documents.

14. The Carrier and the driver are forbidden from directly contacting the sender, recipient, loader and unloader with omission of PKS Gdańsk-Oliwa, under pain of a contractual penalty amounting to EUR 5,000 (EUR five thousand).

15. The driver of the Carrier must hold a mobile phone or another mode of communication, and provide daily, at the latest until 9.00, an information on the condition of execution of the order, and their current location. Should this requirement not be fulfilled, PKS Gdańsk-Oliwa will charge the Carrier with a contractual penalty of 50 EUR (EUR fifty) for each omitted report.

16. At the request of the Forwarder, the Carrier is obliged to indicate and document their current position using the GPS. In case of failure to adhere to this requirement, PKS Gdańsk-Oliwa shall charge the Carrier with a contractual penalty of EUR 50 (EUR fifty) for each omitted indication.

17. The driver of the Carrier may be obliged by PKS Gdańsk-Oliwa to use a mobile application (indicated by PKS Gdańsk-Oliwa S.A.) in course of the execution of the transport order, by way of which they shall remain under GPS monitoring and shall report activities required by the mobile application. The Carrier is obliged to notify all obstacles or difficulties in using the application to the forwarder ordering the carriage. In case of failure to adhere to the above-indicated requirements, PKS Gdańsk-Oliwa shall be entitled to charge the Carrier with a contractual penalty of EUR 50 (EUR fifty) for each case of violation.

18. In case of suspicion of attempted or actual smuggling, the driver of the Carrier is obliged to notify the forwarder, PKS Gdańsk-Oliwa, immediately. Failure to adhere to this obligation shall constitute a liability of the Carrier amounting to the damage borne by PKS Gdańsk-Oliwa. In addition, PKS Gdańsk-Oliwa shall charge the Carrier with all costs and penalties imposed on PKS Gdańsk-Oliwa as a result of the Carrier failing to adhere to the relevant obligations.

19. The Carrier is obliged to provide a means of transport for loading or unloading of the cargo on the date, at the time and location indicated by PKS Gdańsk-Oliwa. In case of failure to adhere to this requirement, PKS Gdańsk-Oliwa will be entitled to charge the Carrier with a contractual penalty:

a) for a delay in the provision of a means of transport for loading or unloading, amounting to EUR 200 (EUR two hundred) for each case;

b) for failure to provide a means of transport for loading, amounting to 100% of the agreed net freight fee.

Irrespective of the above, PKS Gdańsk-Oliwa shall be entitled to claim from the Carrier compensation exceeding contractual penalties, in the amounts that it was charged with by their principal for delays in the provision of means of transport for loading or unloading or for failure to provide a means of transport. Should the order not be provided, the Carrier shall entitle PKS Gdańsk-Oliwa to order replacement execution at the cost and risk of the Carrier.

20. During loading of the cargo, the Carrier is obliged to act with the utmost diligence to clearly determine whether all the goods indicated in the content of the transport order or accompanying documents (e. g. Lieferschein, WZ (outside release) document, specification, waybill, etc.) wer loaded, whether the goods and packaging are intact and undamaged, and to indicate in the transport documents all damage, losses, shortcomings or any other reservations. The Carrier is obliged to secure the cargo on the means of transport in such a way so that safe carriage is guaranteed, so that the cargo would not shift during carriage, and so that the parameters indicated in the provisions in force along the transport route and the technical specifications of the vehicle are not exceeded (axle load, total gross weight of the set). All inconsistencies must be immediately reported by the Carrier to the forwarder contracting the carriage from the location of emergence of difficulties. Any discovery of failure to load any items indicated in the order shall result in PKS Gdańsk-Oliwa being entitled to charge the Carrier with a contractual penalty of EUR 100 (EUR one hundred) for each missing item. In addition, the Carrier shall be obliged to pay any compensation exceeding contractual penalties in the form of costs of arrangement of transport of the missing items with another Carrier, unless the Carrier would, within 24 hours from the moment of finding of lack of some or all components of the shipment, ensure carriage of these items to their destination or to another location indicated by PKS Gdańsk-Oliwa on the basis of substantiated requirements of the shipment recipient. Should the Carrier take over the obligation to carry the missing shipment part within the scope of making the service good, as described above, then in case of failure to adhere to the 24 hour deadline, PKS Gdańsk-Oliwa will be entitled to charge the Carrier with an additional contractual penalty of EUR 500 (EUR five hundred).

21. Should it be found that the Carrier is responsible for damage or shortcomings of the shipment, or failure to perform other obligations of the order or the General Terms, be it due to their actions or inactions, as well as due to the actions or inactions of persons for whom they are responsible, PKS Gdańsk-Oliwa will be entitled to withhold payment of the agreed freight fee until the completion of the loss indemnification procedure by the insurer, with whom the Carrier had concluded a third party insurance contract, or until the day of clarification of disputed issues by the Carrier, until a response to complaints or any calls for payment and return of the attached documents.

22. In case of emergence of damage or shortcomings of the shipment, then for the purpose of clarification of all circumstances related to their emergence and the determination of liability, if any, the Carrier shall be obliged to immediately transfer to PKS Gdańsk-Oliwa all documents significant for the clarification of relevant circumstances, in particular:

a) the licence to perform domestic/ international carriage services;
c) Carrier's liability insurance;
d) a written statement of the driver concerning the circumstances of emergence of damage;
e) photographs from the event location;
f) the driver's driving licence;
g) the registration documents of the tractor/ trailer;
h) records of the tachograph and GPS unit;
i) records of the environmental control unit;
j) a document confirming the technical inspection of the environmental control unit;
k) a police report and data of the police unit present at the event location

under pain of a contractual penalty of EUR 150 (EUR one hundred and fifty) for each missing document.

23. PKS Gdańsk-Oliwa charges a fee of:
- EUR 10 - for damages up to EUR 500,
- EUR 20 - in case of damages above EUR 500,

for costs related to claims handling for damage to goods incurred during or in connection with transport order executed by the Carrier.

24. Should it be impossible for the Carrier to pick up the cargo at the time and location of loading described in the order content for reasons of PKS Gdańsk-Oliwa or their principal, the Carrier shall be entitled to receive a contractual penalty of EUR 50 (EUR fifty).

25. Obstacles for which the Carrier or any other person acting in their name (e. g. regulations of the authorities, natural disasters, strike actions, etc., as well as other events referred to as force majeure) preventing the execution of the entirety or a part of the obligations of the Carrier, release them for the duration of these obstacles from the responsibility for timely execution of the order. The emergence of such obstacles should be notified by the Carrier, however, without delay, to PKS Gdańsk-Oliwa, under pain of a contractual penalty of EUR 100 (EUR one hundred) for each case of failure to notify.

26. The Parties state that wait times at loading or unloading shall be limited to eight hours for container shipments, 24 hours for domestic and cabotage shipments and up to 48 hours for international transport (not including statutory off days in the country of halt). PKS Gdańsk-Oliwa is not responsible for delays at loading or unloading outside of their control and outside of the control of the principal. The fact of waiting is to be notified by the Carrier to PKS Gdańsk-Oliwa immediately, in writing or orally. Every wait period must be confirmed by a wait time sheet signed by the loader/ unloader. Should it be found that the wait time was not a failure of the Carrier, PKS Gdańsk-Oliwa will confirm this in writing. The amount of fees for wait times must be agreed in writing, otherwise PKS Gdańsk-Oliwa will not consider Carrier claims for their payment.

27. All information of economic value acquired by the Carrier in relation to the execution of the contract, including with respect to individual orders, in particular information concerning organisational, financial and commercial conditions found in the contract between PKS Gdańsk-Oliwa and the Carrier, are confidential and may be utilised by the Carrier and the entities under their control only for the purpose of execution of the order bestowed by PKS Gdańsk-Oliwa. The Carrier will exercise strictest confidence with respect to all such information for three years of the execution of the last order, under pain of charging of a contractual penalty amounting to EUR 10,000 (EUR ten thousand) for each case of forbidden disclosure of confidential information.

28. The Carrier or their subcontractor are forbidden for a period of two years from the date of acceptance of any given order, from offering or providing services directly or indirectly (by order, or via persons related by blood or marriage or by entities bound financially or personally to them or persons related to them by blood or marriage) carriage or forwarding services for the benefit of entities indicated to the Carrier in the given order or for the benefit of third parties related in any way to the execution of any given order (principals of PKS Gdańsk-Oliwa, senders or recipients) under pain of withholding all payments and charging the Carrier with a contractual penalty amounting to the equivalent of EUR 10,000 (EUR ten thousand).

29. Following the completion of each carriage, the Carrier is obliged to deliver the transport documents as described in the transport order (document originals or scans). Should the order call for original copies of documents, they should be delivered within not more than ten days from the date of unloading for international orders, and not later than within five days from the date of unloading for domestic orders, and if an order would call for document scans, they should be delivered within 48 hours from the date of unloading. The complete set of documents includes: The self-invoicing form and documents confirming the execution of carriage (in particular: waybills, goods packing lists, WZ (outside release) documents, a Lieferschein etc., confirmed by the recipient), with the reservation, however, that these documents must arrive at PKS Gdańsk-Oliwa on time. Due to the necessity of PKS Gdańsk-Oliwa having to reporting transactions to the Polish Minister of Finance, the Carrier will be obliged to deliver to PKS Gdańsk-Oliwa the indicated documents adhering to the conditions and deadlines indicated above. Should the Carrier violate any of the obligations described above, a contractual penalty will be charged in the case of international transport (international transport is also considered as cabotage transport) - in the amount of EUR 50 (fifty euros), and in the case of domestic transport - in the amount of PLN 50 (fifty zlotys). The contractual penalty is charged separately for each instance of violation. The payment deadline is counted from the date of receipt by PKS Gdańsk-Oliwa of the self-invoicing form with the complete set of documents confirming the execution of carriage.

30. Should the transport order require exclusively the delivery of document scans to confirm the execution of transport (in particular: waybills, goods packing lists, WZ (outside release) documents, a Lieferschein etc., confirmed by the recipient), the Carrier is obliged to store the original copies of these documents for a period of six years from the date of unloading and to present them at every request of PKS Gdańsk-Oliwa. Should it prove impossible to present document originals as described herein, the Carrier shall be obliged to pay a contractual penalty of EUR 2,500 EUR (EUR two thousand and five hundred) for each case of failure to present original copies of documents confirming the execution of carriage as related to a specific transport order.

31. Failure to comply with paragraphs 29 and 30 of the GTC will result in prolonged settlement of the order and extension of the payment period for the Carrier up to 90 days.

32. The Carrier considers and accepts that if the sender or loader would find that the vehicle provided by the Carrier for the execution of the order should not have the required volume of specific equipment necessary to secure the load or if this equipment would not fulfil the required norms, then such equipment may be released to the driver. The Carrier accepts in addition that some of the registers of equipment released out to drivers are kept electronically, and that there is no obligation for the driver to confirm having received the equipment. In case of doubts as to the requirements in terms of equipment of vehicles necessary for a particular order, the Carrier will inquire with PKS Gdańsk-Oliwa before the commencement of the order. The Carrier is obliged to cover the full value of the equipment released to them.

33. In the case of debits up to the amount of EUR 100 (one hundred euros), the carrier agrees that PKS Gdańsk-Oliwa may settle the mutual receivables of the parties in the form of offsetting. In connection with the Carrier's consent for PKS Gdańsk-Oliwa to set off mutual receivables of the parties, the offsetting

by PKS Gdańsk-Oliwa will not require PKS Gdańsk-Oliwa to submit a separate declaration of set-off each time.

34. Both PKS Gdańsk-Oliwa as well as the Carrier are obliged to adhere to all laws, provisions, codices and statements in force concerning the prevention and combating of corruption, and indicate that they will not engage in any activity, practice or procedures that would constitute a crime as understood by anti-corruption provisions. The Carrier obliges to maintain throughout the entire period of the order suitable policies and procedures for the purpose of assurance of adherence to anti-corruption provisions.

35. Without prior consent of PKS Gdańsk-Oliwa in written form under pain of nullity, Carrier has no right to transfer (cede) to any other entity their receivables (e. g. to banks, insurance, factoring companies, natural or legal persons) that they are entitled to from PKS Gdańsk-Oliwa for the executed carriage. Should the Carrier not receive such consent, and if the invoice of the Carrier would bear the account of the factor, the invoice in question will be returned to the Carrier without its approval.

36. The Carrier undertakes to ensure that in case an order approved for execution would include the territory of any country that would enforce provisions governing minimum wage, including in particular the Federal Republic of Germany, the Republic of Austria, the Republic of France, the Republic of Italy and Norway, in a situation, if a given carriage would be covered by minimum wage provisions in force in a particular country, they will fully adhere to these provisions, including in particular with respect to obligations related to the determination of remuneration due to the driver and the payment thereof, considering the relevant remuneration for overtime work and bonuses to remuneration, as well as with respect to any other requirements that the employer must fulfil when delegating persons to the territory of that country. In addition, the Carrier will assure PKS Gdańsk-Oliwa that in case of subcontracting of the order, the Carrier will oblige the subcontractor to adhere minimum wage provisions within the scope described above, and that they will bear full responsibility for adherence to the indicated provisions by the subcontractor. At the same time, the Carrier obliges themselves to ensure that in case of any violation of provisions or obligations described above, they shall release PKS Gdańsk-Oliwa from all liability. The above indicates that PKS Gdańsk-Oliwa shall be, within the framework of internal cooperation with the Carrier, in particular released from all legal obligations related to third-party claims, including damage compensation claims, as well as any penalties and administrative charges in any case of any possible violations of the law.

37. The Carrier, pursuant to the definition found in art. 2 of the Polish act on the system of road and rail monitoring of cargo carriage (SENT), is aware of their obligations pursuant to this act of law and obliges themselves to implement them in the extent, in which the provisions of this act would be binding upon him – in particular to equip the means of transport with location control equipment, e. g. end-user telecommunications devices using satellite location and data transmission technologies that will include software provided by the head of the Polish national fiscal administration to monitor the carriage of goods. The Carrier consents to the provision by relevant entities to their e-mail address and phone number data necessary to fulfil the indicated obligations, including the reference number and authentication key that are necessary for the Carrier to fulfil obligations related to the indicated supervision act. In case of necessity to make any submissions, the Carrier is obliged to provide to PKS Gdańsk-Oliwa immediately the necessary data. The Carrier bears full responsibility for damage, costs, fees that they bear or that PKS Gdańsk-Oliwa is obliged to bear in relation to failure or improper execution of the indicated obligations by the Carrier.

38. Should an order or these General Terms foresee the payment of a contractual penalty by the Carrier, then PKS Gdańsk-Oliwa is entitled to claim compensation beyond the amount of this contractual penalty, should the amount of damage exceed the reserved contractual penalty. If the contractual penalty is reserved in EUR, then PKS Gdańsk-Oliwa is entitled to claim the contractual penalty in EUR or PLN according to the mean EUR exchange rate of the National Bank of Poland from the day preceding

the day of issue of the invoice or debit note. PKS Gdańsk-Oliwa is also entitled to claim from the Carrier damage compensation on general principles in cases other than those provided with reservations of contractual penalties. Should PKS Gdańsk-Oliwa and the Carrier have mutual receivables, then PKS Gdańsk-Oliwa is entitled to deduct them; the deduction of mutual receivables by the Carrier requires prior consent by PKS Gdańsk-Oliwa in written form under pain of nullity.

38. The content of the order or these General Terms supersedes, in case of inconsistencies or doubts, all prior agreements between PKS Gdańsk-Oliwa and the Carrier. PKS Gdańsk-Oliwa is not liable for the effects of additional instructions provided by persons other than PKS Gdańsk-Oliwa or the authorised employees thereof.

39. These General Terms and Conditions may only be accepted explicitly without reserving any changes.

40. The content of the order or these General Terms supersedes, in case of inconsistencies or doubts, all prior agreements between PKS Gdańsk-Oliwa and the Carrier. PKS Gdańsk-Oliwa is not liable for the effects of additional instructions provided by persons other than PKS Gdańsk-Oliwa or the authorised employees thereof.

41. In case of inconsistencies between the provisions of the order and these General Terms, the conditions of the order apply.

42. In case of lack of any other stipulations between the Parties, Contracts subject to these General Terms are subject to the law of Poland.

43. I hereby consent to the processing of my personal data, including the e-mail address and phone number, by PKS Gdańsk-Oliwa for the purposes of the order and for the purposes of offering other services provided by PKS Gdańsk-Oliwa and companies related to PKS Gdańsk-Oliwa SA. Pursuant to art. 13 section 1 and section 2 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27th, 2016, on the protection of natural persons 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, GDPR), the cargo carriage company Przedsiębiorstwo Przewozu Towarów PKS Gdańsk-Oliwa S.A. with seat in Gdańsk, Poland, at the address Kołobrzeska 28, 80-394 Gdańsk, as personal data Controller, hereby informs You that:

1. you provide your personal data of your free will, but they are necessary for the execution of the order and for offering other services provided by PKS Gdańsk-Oliwa and companies related to PKS Gdańsk-Oliwa.
2. your personal data will be processed for the purpose of execution of the order and for the purpose of offering other services provided by PKS Gdańsk-Oliwa and companies related to PKS Gdańsk-Oliwa (purpose stemming from legally substantiated interests of the Controller),
3. Your personal data may be transferred to entities participating in the execution of the order, including the principal of PKS Gdańsk-Oliwa, the sender and recipient of the goods, including to a third country, should this be necessary to execute the order and should it stem from the conditions of the order you accepted – for the purpose of execution of the order; in any other respects, the Controller shall not transfer your personal data to third parties without your express consent, unless it should prove necessary for the Controller to execute the legal obligations they are bound by,
4. you have the right to demand of the Controller access to the content of your data, to correct them, have them removed or have processing limited, as well as the right to voice opposition against the processing your data, and the right to transfer this data,
5. you are entitled to withdraw your consent to the processing of your personal data at any time, without effect on the legality of processing that took place pursuant to the consent before it was withdrawn,

6. the personal data provided by you will be processed pursuant to art. 6 section 1 letter a) and f) of the GDPR.
7. your personal data will be stored for the period necessary to execute the order and offer other services provided by PKS Gdańsk-Oliwa and companies related to PKS Gdańsk-Oliwa and for the Controller to fulfil the legal obligation to store documentation related to the executed contracts,
8. the data protection representative is to be contacted at the e-mail address iodo@pks-sa.com,
9. you are entitled to complain to the supervisory body, the Polish Data Protection Authority, should you find that the processing of your personal data would violate the provisions of the GDPR.

44. The present General Terms and Conditions supersede, as of the day of their entry into force, the prior „General Terms and Conditions of the cargo carriage company Przedsiębiorstwo Przewozu Towarów PKS Gdańsk-Oliwa S.A.", the content of which was set by resolution of the Board of the company Przedsiębiorstwo Przewozu Towarów PKS Gdańsk-Oliwa S.A. of 16.07.2025, as amended.

45. Wherever current orders or contracts, to which PKS Gdańsk-Oliwa would be a party, would mention the General Terms and Conditions or the Terms, this is meant to construe the present General Terms.

44. Any correspondence concerning transport orders shall take place in Polish or English.

The content of the subject General Terms is set by resolution of the Board of the cargo carriage company Przedsiębiorstwo Przewozu Towarów PKS Gdańsk-Oliwa S.A. on 30.01.2026 and is effective as of 02.02.2026.