

GENERAL CONDITIONS OF TRANSPORT AT DONE DELIVERIES SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ (LIMITED LIABILITY COMPANY) effective from February 17, 2026.

I. General conditions

1. The Contractor, by accepting a Transport Order from the Ordering Party for execution, accepts the provision of services on the basis of the provisions of these General Terms and Conditions of Transport (hereinafter referred as GTCs).
2. In case of contradiction between the contents of the Transport Order and these GTCs, the terms of the Transport Order shall take precedence. It is not considered a contradiction to regulate certain issues more broadly than in the Transport Order.

II. Concluding a contract and amending it

1. The conclusion of a contract of transport based on a Transport Order occurs automatically upon Transport Order being received by the Contractor, confirming the arrangements made by the parties. This also applies to a situation in which arrangements for transportation services were made by the parties on the Trans.EU marketplace, following which the Contractor received a Transport Order from the Ordering Party.
2. The Contractor may, without any consequences, cancel the Transport Order within 30 minutes of its receipt. After the expiration of this time, the Transport Order shall be deemed accepted by the Contractor. A Transport Order can only be accepted without reservations. The Contractor may not accept an order on condition or subject to a time limit.
3. In the event that the Contractor sends a printout of the Transport Order with deletions or changes made back to the Ordering Party, the deletions and changes shall be deemed ineffective, and the offer (Transport Order) shall be deemed accepted without reservations.
4. If the Contractor sends a counter-offer to the Ordering Party in response to the Ordering Party's offer, such an offer shall not be subject to the Ordering Party's tacit acceptance, and its acceptance shall require documentary confirmation under pain of nullity.
5. Acceptance of a Transport Order shall also be deemed to be the taking of any action for its execution.
6. Any statement by the Contractor regarding cancellation/abandonment of the Transport Order or cancellation of the Transport Order after the expiration of the period referred to in paragraph 2, or failure to take delivery of the goods, may incur additional costs for the Contractor in accordance with the terms and conditions of the Transport Order and GTCs.
7. Any changes to the Transport Order must be made in documentary form under pain of nullity.

III. Contractor's statements

1. By accepting the Transport Order, the Contractor represents that:
 - a. has appropriate insurance in accordance with the terms and conditions set forth in Division IV of the GTCs, and authorizes the Ordering Party to contact the insurer on their behalf with which they have concluded the insurance contract, in particular with regard to confirmation of the data presented by the Contractor,

- b. has experience in providing transportation services analogous to those contracted to them,
- c. has vehicles suitable for the execution of the Transport Order,
- d. has drivers with the necessary authorizations to properly perform the transportation ordered to them by the Ordering Party,
- e. complies with the requirements on the rules of cabotage transport, in particular, has the ability to carry out the cabotage Transport Ordered to them and have the appropriate cabotage insurance (if the Transport Order concerns cabotage transport),
- f. Is aware that all data related to the shipment such as: shipper, consignee, contractor, Ordering Party, routes, freight rates are company secrets of the Ordering Party,
- g. The Contractor declares that it complies with the regulations of the countries through which the goods are transported under this Transport Order regarding the minimum wage of employees, and authorizes the Ordering Party to control the truthfulness of this declaration by the Contractor, in particular, by requesting the provision of relevant information and documents.

IV. Formal requirements for the Contractor

1. The Contractor shall have valid vehicle liability insurance and carrier liability insurance (Polish: ubezpieczenie OC przewoźnika - OCP) with full coverage, meaning:
 - a. no exclusions of the insurer's liability for damage involving theft or robbery,
 - b. no exclusions regarding the type of goods (*property*) accepted for transportation,
 - c. no exclusions regarding the territorial scope in which the transport is to be carried out (including cabotage, if the order concerns it),
 - d. an additional clause extending the scope of insurance so that it also covers acts constituting gross negligence of the Contractor (gross negligence clause).

The sum insured must in each case correspond to the value of the property accepted for transport and must not be lower than the upper limit of the carrier's liability for damage, as specified in Articles 65-70 and 80-85 of the Transport Law and Chapter IV of the CMR Convention, and in the case of cabotage transport - in the regulations in force in the country where the transport is performed, with the proviso that the sum insured must not be lower than EUR 200,000, and in the case of cabotage transport in Germany - EUR 600,000.

2. The Contractor shall have the necessary licenses and permits to carry out transportation, including international transportation, if the order involves a foreign route. Acceptance of the Transport Order for execution is tantamount to confirmation of the fact that the Contractor is authorized to perform transportation.
3. If it is evident from the data contained in the Transport Order, or if the Contractor, with due diligence, could have determined this on its own, that it is necessary to obtain a permit to perform oversize transport in order to perform transport, the Contractor shall obtain this permit at its own expense, unless otherwise indicated in the content of the Transport Order.

V. Contractor's documentation

1. The Contractor shall, on the day of receipt of the Transport Order, provide the Ordering Party with the following documents:
 - a. carrier's liability insurance policy with proof of premium payment;
 - b. general terms and conditions of the insurance;
 - c. written certificate from the insurance company on the validity of the policy, not older than 14 days from the

- date of its issuance
(applies to the first order received from the Ordering Party during the term of the relevant policy);
 - d. certificate of registration in the register of economic activity or a copy of the Polish National Court Register;
 - e. decision to assign a TIN (Polish NIP) number;
 - f. the decision to assign a National Business Registry Number (Polish REGON) number;
 - g. permit to practice the occupation of road transport operator (in the case of an order for domestic transport);
 - h. license to perform international transport (in the case of an order for international transport);
 - i. data of the vehicle with the help of which the transportation will be performed, including its registration numbers;
 - j. a policy of liability insurance for the vehicle, along with proof of premium payment;
 - k. details of the driver(s) who will perform the transport, including name and identity card or passport number and telephone number for the drivers;
 - l. a copy of the document confirming the notification to the competent authorities of the fact of assigning the driver or drivers who will perform the transport in question *(in the case of performance of transport to which the provisions of another country on minimum wage and posting of workers apply);*
2. If the Ordering Party agrees to the Contractor's use of a subcontractor, they shall, provide the Ordering Party with the documents regarding the subcontractor listed in section 1 above on the date of conclusion of the contract with the subcontractor.

VI. Requirements for the means of transport and the driver

1. The Contractor shall provide a vehicle suitable for transporting the goods specified in the Transport Order *(this applies in particular to oversize transport or transport of goods requiring special temperature)*, tight, clean outside and inside the cargo compartment, which must be free of foreign odors and dry.
2. The Contractor is required to have a vehicle with the following equipment:
 - a. in the case of a refrigerated vehicle - a minimum of four strut poles,
 - b. for tarpaulin - a minimum of 6 security straps for vehicles up to 3.5 t GVW and 25 security straps for vehicles over 3.5 t GVW *(min. 500daN)*,
 - c. if transporting dangerous goods – ADR – a minimum of one wheel chock, two fire extinguishers, two warning stands, a high-visibility vest, safety glasses, gloves, eye wash, non-sparking flashlight (for each crew member), shovel, manhole cover,
 - d. a set of 8 mm anti-slip mats for the entire cargo area,
 - e. corners, angles,
 - f. customs lines, seals,
 - g. four stanchions and chains for attaching the steel coils - in the case of a Coilmulde trailer; with the proviso that any means of securing cargo should be approved and meet safety standards. In the absence of adequate funds, the Contractor may be charged for the purchase of the missing funds by the Ordering Party.
3. When transporting electronics, tobacco products, tires and car parts, pharmaceuticals, foodstuffs requiring constant temperature, dangerous goods, motor vehicles or spirits, the means of transportation must be equipped with a GPS satellite navigation system with an active monitoring option by a monitoring station.
4. Regardless of the number of drivers indicated in the Transport Order, the Contractor shall ensure that the vehicle is manned in such a way that it is possible to deliver the shipment to the consignee at the designated time in accordance with the regulations on drivers' working hours.

VII. Cabotage transport

1. In the case of cabotage transport, the Contractor shall comply with the timing and other requirements of Regulation (EC) No. 1072/2009 of the European Parliament and of the Council regarding the possibility of cabotage transport, and shall have appropriate insurance. In the event that it turns out that the vehicle indicated in the Cabotage Transport Order is not able to perform the transport due to the regulations of the aforementioned Regulation, the Contractor is obliged to perform the transport with another vehicle.
2. For cabotage transports performed in Germany or France, the Contractor's liability for shipment damage or delay shall be limited to the following amounts (*except in cases of willful misconduct or gross negligence of the Contractor, or persons acting on its behalf or at its direction*):
 - a. in Germany:
 - i. up to SDR 40 per kg in case of damage to the shipment,
 - ii. up to three times the carrier fee in case of delayed delivery.
 - b. in France:
 - i. up to 20 SDR per kg for damage to a shipment of less than 3 t,
 - ii. up to 12 SDR per kg for damage to a shipment of at least 3 t,
 - iii. up to the amount of the carrier in case of delayed delivery.
3. The Contractor declares that it is aware of the cabotage regulations in effect in the countries through which goods are transported under this Transport Order and that it complies with such regulations. The Contractor declares that the execution of this Transport Order will not violate the said regulations. In case, in which, as a result of violation of cabotage regulations, the Ordering Party suffers any damage, the Contractor shall be obliged to compensate for it, which the Contractor acknowledges and accepts.

VIII. Downtime

1. The Ordering Party stipulates that the first 24 hours of parking while waiting for loading, as well as the first 24 hours of waiting for unloading (after 48 hours in CIS countries), as well as parking while waiting for loading or unloading on Saturdays, Sundays and holidays are free of parking fees, which the Contractor accepts and declares that it will not formulate any claims on this account against the Ordering Party.
2. The Ordering Party is not responsible for stops at state borders, Customs Offices and on restricted trucking days.
3. In cases other than those mentioned in items 1 and 2 above, the Contractor shall be entitled to remuneration in the amount of 50 euros for each commenced 24 hours of downtime beyond the first 24 hours (48 hours in CIS countries). Any demurrage shall be payable on the date provided for payment of the Contractor's remuneration for transportation.
4. The downtimes referred to above are included in the time of transportation performance. The Contractor shall organize the execution of the Transport Order in such a way that downtime for loading and unloading does not affect the timely execution of transportation.
5. The Contractor shall document parking time during loading and unloading activities with a parking card confirmed by the shipper or consignee, respectively, or other proof of waiting for loading or unloading, such as a GPS printout. In addition to proof of charged downtime fees, a condition for charging a parking fee is that the Ordering Party must be informed of any delay in loading or unloading when it occurs.

IX. Loading duties

1. The Contractor is obliged to place the vehicle on time for loading.
2. The driver is obliged to receive or prepare the transport document accordingly. If additional documents are attached to the waybill: goods specification, EUR1 certificate of origin (for transport outside the EU), loading invoice, attestation, goods specification, customs document, pallet receipt - note it in the waybill (section 5 CMR or other analogous), and - depending on the agreed terms of the order - receive the customs document or make the transit declaration at customs himself ("open" the customs document).
3. Each waybill shall include:
 - a. sender's address,
 - b. recipient's address,
 - c. date of loading,
 - d. date of unloading,
 - e. stamp and legible signature of the recipient,
 - f. vehicle registration no,
 - g. carrier stamp,
 - h. legible comments of the carrier/shipper/consignee (in case of objections to the condition/quality of the goods).
4. The Contractor shall check the consistency of the waybill with the received Transport Order, in particular with regard to the address and person of the consignee, as well as with the legal provisions defining the mandatory content of the consignment note. If any discrepancies are found, the Contractor shall refrain from commencing transportation and immediately contact the Ordering Party for instructions on how to proceed.
5. The Contractor shall check the conformity of the goods with the documentation, in particular with regard to the quantity, weight, characteristics and numbers of the goods, as well as the condition of the goods, the condition of their packaging and the state of preparation of the shipment for transport, in particular the temperature of the goods (if the transport is to take place at a controlled temperature). If the goods transported constitute machinery, motor vehicles or scooters, the Contractor shall prepare photo documentation of the goods in the loading site (min. 4 photos). If the Contractor has any objections in this regard, the Contractor shall inform the Ordering Party of this fact and obtain the necessary instructions from the Ordering Party on how to proceed and to enter the objections with justification in all copies of the waybill before the commencement of any transport and to obtain confirmation of the shipper's acceptance of the objections in the body of the waybill.
6. The Contractor shall check the correctness of the shipper's loading and arrangement of the goods and, if necessary, secure the goods for transportation. In the event of any objections to the correctness of the loading and arrangement of the goods, the Contractor shall enter the objections with justification in all copies of the waybill before the commencement of transportation and obtain confirmation of the shipper's acceptance of the objections in the body of the waybill. The Contractor shall be responsible, on a risk basis, for the correct placement of the goods and their protection during transportation.
7. If it is not possible to assess the conformity of the goods with the documentation, their condition, the state of their packaging, the state of preparation of the consignment for transportation or the correctness of the loading performed by the shipper, the Contractor shall refuse to start transportation and shall immediately contact the Ordering Party and receive from him the necessary instructions for further conduct.
8. In the event that the shipper prevents the Contractor from making entries in the waybills referred to in this Section, or does not confirm their acceptance in the content of the waybill, the Contractor shall refuse to commence transportation and shall immediately contact the Ordering Party for instructions on how to proceed.

9. The weight of goods specified in the Transport Order is approximate and in reality may vary within +/- 15%. In the event of a difference found, the Contractor shall notify the Ordering Party. In the event of a difference not exceeding the tolerance indicated above, the Contractor shall perform transport in accordance with the provisions of this Transport Order. If the difference exceeds the indicated tolerance, and the Contractor has the ability to carry the entire cargo (has the space/cargo capacity), the Contractor is obliged to carry the full amount of cargo at the direction of the Ordering Party. In such a case, the Contractor shall be entitled to remuneration for carrying additional cargo - in excess of the tolerance indicated in the first sentence, in an amount proportional to the remuneration established in the Transport Order for the transport of cargo (taking the transport of cargo falling within the specified tolerance into account).
10. The Contractor shall ascertain the following at the place of loading:
 - a. what type of goods will be transported,
 - b. whether the transport of goods is subject to the regulations of the Road Transport Monitoring System Law,
 - c. particularly given the nature of the goods being transported,
 - d. whether the transport to be made through German territory does not include coffee,
 - e. whether the shipment to be transported does not constitute waste, for the transportation of which it is necessary to have a relevant permit or the transport of which is not permitted.
11. In the event that it is determined that the circumstances referred to in paragraph 9(b-d) have occurred, the Contractor shall immediately inform the Ordering Party and await appropriate instructions, and if instructed to continue the transport, to comply with the obligations under the relevant regulations.
12. Unless otherwise agreed by the parties (in the Transport Order or subsequent documentary form), the Contractor shall not be entitled to carry out or assist in loading themselves. The above provision does not imply a prohibition on participating in loading as an observer.
13. The driver is obliged to:
 - a. have and use protective footwear on loading and unloading, and a high-visibility vest, as well as other personal protective equipment (apron, cap, disposable gloves, shoe covers) and hand disinfectant wipes,
 - b. to comply with the intra-company rules of conduct on the premises of the shipper and consignee of goods, in particular with regard to occupational health and safety,
 - c. cultural and professional behavior both at loading and unloading sites and in direct vicinity of these places.

X. General rules for carrying out transport

1. The Contractor is strictly prohibited from reloading goods or adding goods of another entity to the transported goods without obtaining the prior consent of the Ordering Party expressed in writing under pain of nullity.
2. The Contractor shall comply with the applicable customs regulations, in particular with regard to the obligation to clear customs when crossing the border, the proper execution of customs procedures and their proper documentation regardless of whether such obligation is indicated in the Transport Order or not.
3. In the case of transport to the UK and Ireland, the Contractor, prior to entering the above countries, shall make sure that no third parties have intruded into the cargo area.
4. For temperature-controlled transportation, the Contractor shall:
 - a. have a valid and current ATP certificate, if required by applicable regulations,
 - b. use means of transport equipped with a technically efficient refrigeration unit required for transportation
 - c. by provisions of ATP certificates, and a technically sound and calibrated thermostat with thermograph;
 - d. before starting loading and transportation, make sure that the refrigerating unit is not worn out, has been properly maintained and has sufficient power supply;

- e. before loading begins, obtain and maintain the temperature at which the transport is to be performed;
- f. do not turn off the vehicle's engine at rest stops in case the operation of the refrigeration unit depends on
- g. engine operation;
- h. connect the refrigerating unit to an external power source during shutdowns in case the refrigerating unit operation requires it;
- i. monitor the temperature throughout the transit;
- j. provide, upon request of the Ordering Party, a printout documenting the temperature level in the trailer during transport; the printout from the thermograph must be in digital form including: date, time, temperature. The frequency of recording shall not be less than every 30 minutes; this printout shall be kept together with the tachograph printout/discs for at least one year after the transport.

XI. Transport safety

1. The Contractor shall carry out transportation only on roads of international and national class (marked with one, two or three digits), with the exception of access roads to the place of loading and unloading and situations where it is impossible to travel on these roads, in particular due to detours or roadblocks established by the police or other law enforcement agencies (e.g., due to a traffic accident, other emergency or force majeure).
2. The driver shall take special care to secure the vehicle with the goods against theft and unauthorized intrusion into the cargo area.
3. Subject to the provisions of paragraphs 4 and 5, the Contractor shall make stops in excess of 60 minutes only in a guarded parking lot, by which is meant a permanently fenced, locked, supervised and lighted area.
4. It is permissible to stop a means of transport with goods in other places than those specified in paragraph 3, if the stop is due to:
 - a. the obligation to receive/release the shipment, i.e., loading, unloading, reloading activities
 - b. and unloading of goods (including while waiting for these activities to begin);
 - c. the need to deal with financial and customs formalities related to the implementation of transport (including waiting for customs clearance);
 - d. the need to stop at parking lots at border crossings, border terminals;
 - e. the need to call for help in the event of a vehicle breakdown or traffic accident;
 - f. the driver's collapse in a way that makes it impossible to continue the transport.
5. If it is necessary to make a stop of less than 60 minutes at a fuel station or other location, the Contractor shall immediately inform the Track&Trace department of the Ordering Party. In addition, the parking/stopping area must be illuminated and have video recording (monitoring). The provision in question does not exclude the order referred to in paragraph 3.
6. During each stop, regardless of its duration, when leaving the vehicle, the driver is obliged to close all windows, carefully lock the vehicle on all factory locks and activate all installed anti-theft devices (alarm, immobilizer, etc.), as well as take the vehicle's papers and transportation documents with them, and ensure that the transported goods are not visible from the outside.
7. If the Contractor's third-party liability insurance (OCP) contract provides for more stringent transport safety requirements, the Contractor shall comply with the rules set forth in the insurance contract.

XII. Release of the consignment to the consignee

1. When releasing a shipment to a consignee, the following conditions must be met:

- a. the shipment is to be delivered to the company's headquarters or the consignee's residence indicated by the sender in the waybill, except when the Contractor transports the goods only on a certain section of the entire route, in which case they are bound by the address indicated in the Transport Order;
- b. the person receiving the shipment must acknowledge receipt with a legible signature;
- c. the receipt must be stamped (on the waybill):
 - i. if the addressee is an entrepreneur / company - with the company seal,
 - ii. if the addressee is a non-business individual (a natural person): the number of the identity card or other identity document of the addressee, and the identity card or other identity document must be shown to the Contractor (when the addressee refuses to show the document, a note to this effect must be included in the waybill),
2. In case of international shipments, the Contractor shall jointly inspect the shipment with the consignee within the meaning of Article 30(2) of the CMR Convention at the time of delivery of the shipment to the consignee.
3. The Contractor shall comply with the following pallet replacement rules:
 - a. if the Transport Order orders the replacement of pallets or other packaging, the Contractor shall replace the returnable pallets or packaging at the place of loading and at the place of unloading at a ratio of 1:1, and obtain a properly completed and signed pallet receipt from the shipper / consignee. The Contractor has the right not to pick up the pallets at the unloading site, only having obtained an entry in the pallet receipt: "Pallets not issued due to lack of pallets for replacement" or equivalent in a foreign language.
 - b. if the Transport Order does not prescribe the obligation to replace pallets or other packaging, the Contractor shall not be entitled to take empty pallets or packaging from the place of loading or unloading, and shall be obliged to enter the following formula in the waybill and lieferschein: "palety nie podlegają wymianie"/ "kein Palettentausch"/ "no pallets exchange".
 - c. in addition, if the Transport Order contains a provision on:
 - i. no obligation to replace pallets, then the Contractor shall obtain an appropriate notation to this effect in the waybill ("no pallet exchange"),
 - ii. obligation to collect the pallet receipt, the Contractor shall collect the pallet receipt.
 If any additional costs are charged to the Ordering Party in the absence of an appropriate mention in the waybill or failure to collect a pallet receipt, the Contractor shall be obliged to pay them.
4. Unless otherwise indicated in the shipping order, the Contractor is not entitled to unload or assist in unloading himself. The foregoing provision does not mean being prohibited from participating in the unloading as an observer.

XIII. Communication

1. The Contractor shall provide the Ordering Party with constant telephone contact with the driver performing the transportation, who shall have a working cell phone capable of making telephone calls and sending and receiving SMS and MMS messages.
2. The Contractor shall keep in touch with the Ordering Party during the period from the receipt of the Transport Order until the unloading of the goods. By ongoing contact, the parties understand the obligation of the Contractor (and their driver) to answer incoming calls from the Ordering Party and to make contact at the request of the Ordering Party. The parties consider the lack of contact to be a situation in which the Contractor (or their driver) does not answer an incoming call from the Ordering Party and within an hour does not make return contact (does not call back) or fails to establish a telephone connection with the Ordering Party within one hour of receiving a text message from the Ordering Party requesting telephone contact.
3. It is the Contractor's responsibility to:
 - a. inform about the approximate location of the cargo every 5 hours and whenever called upon by the Ordering Party,
 - b. each time sharing its position with the SMS message received, by activating the link received in it, within a maximum of 15 minutes after receiving the SMS message.

A single violation of the obligation above will be considered an instance of no information at the time when such information should be provided.
4. In the event of any complications during the performance of the transport or if it is determined that it will not be possible to perform the transport in accordance with its terms, the Contractor shall, within a maximum of 15 minutes, contact the Ordering Party at the telephone number indicated in the Transport Order and inform them of this fact. Acts or omissions undertaken without consultation and consent of the Ordering Party shall be the full responsibility of the Contractor.
5. At the same time, the Contractor is obliged, from the moment of taking the goods for transportation, to inform

- the Ordering Party each time of possible delay to the designated place of unloading, exceeding 30 minutes in relation to the date and time of unloading established in the Order.
6. In the event of a traffic accident involving the vehicle with which the transport is performed or the discovery of theft of the vehicle or goods, the Contractor shall notify the police and provide the Ordering Party with a police memo.
 7. The Contractor shall comply with any and all instructions received regarding the handling of the shipment during acceptance and performance of transportation and the manner of securing the shipment, as specified in the Transport Order received or resulting from practices or customs.
 8. The Contractor agrees to carry out any instructions given by the Ordering Party during the course of transport and changes to the originally concluded Order of Transport, also without the need to present the first copy of the waybill, provided that they are provided to the Contractor in documentary form. The Contractor shall carry out the instructions given to them in the aforementioned form.
 9. In the event that the need for instructions or changes to the original Transport Order is related to a change of route and did not result from circumstances for which the Contractor is responsible, the Contractor shall be entitled to additional compensation in the following amount:
 - a. EUR 0.50/km for vehicles up to 3.5 t GVW,
 - b. EUR 0.80/km for vehicles up to 12 t GVW,
 - c. EUR 1.20/km for vehicles up to 40 t gross vehicle weight.This remuneration is payable within the timeframe provided for the remuneration for the execution of the Transport Order. If, as a result of the execution of instructions or changes to the original Transport Order, there is a reduction in the distance that the Contractor must travel to carry out the order, the remuneration shall be reduced proportionally.
 10. The Contractor shall, immediately after unloading, inform the Ordering Party of the actual date of unloading of the goods, providing the order number. If there was more than one place of unloading, the date of unloading at each place is required.

XIV. Shipping documentation

1. The Contractor shall send the following documents to the Ordering Party:
 - a. waybill and/or other document that fulfills the role of waybill - in two original copies,
 - b. specification of goods (WZ, Lieferschein, Bon de Livraison or other analogous document),
 - c. EUR1 certificate of origin,
 - d. pallet receipt,
 - e. in the case of temperature-controlled transportation - a printout from the thermograph for the entire period of transportation.
2. The Contractor shall send the aforementioned documents electronically to the Ordering Party at the following address pod@donedeliveries.com within 24 hours after unloading the goods. In special cases, the dispatcher may require documents to be sent within 5 hours of unloading which the Contractor acknowledges and accepts the obligation to send documents within this time. In addition, if the Transport Order requires the Contractor to provide the originals of the aforementioned documents, the Contractor shall provide them to the Ordering Party within 14 days from the date of unloading the goods to the address: DONE DELIVERIES, ul. Batorego 35, 34-120 Andrychów.
3. In the event that the Transport Order indicates that the Contractor is required to provide the Ordering Party with a document called "attestation" - a statement confirming payment for the service against the carrier indicated in the waybill, the Contractor shall provide such document to the Ordering Party within 48 hours of payment of the invoice.
4. For shipments to countries of the Commonwealth of Independent States, the following stamps are required in the waybill: "TOWAR POSTUPIŁ" and "WYPUSK RAZRESZEN", as well as the date, signature and stamp of the recipient of the goods. The Contractor shall, within 24 hours after unloading, send a waybill to the Contractor via e-mail to verify the use of the correct stamps.

5. In the event that customs clearance is required in the course of transportation, the Contractor shall send a document confirmed by the competent Customs Office confirming its proper completion, along with the invoice. The absence of these documents or other irregularities in the performance of customs clearance shall make the Contractor liable to reimburse the Ordering Party for any costs associated with charges imposed on the Ordering Party by the customs or tax office or other entity. In case of any problems or doubts regarding customs clearance, the Contractor shall request instructions from the Ordering Party on how to proceed. In this case, the information provided by the Ordering Party's employees through the Trans.EU marketplace shall not be considered as binding instructions to the Contractor regarding customs clearance.

XV. Subcontractors

1. The Contractor shall not be entitled to subcontract transport or activities of arranging transport to subsequent (further) carriers or freight forwarders without the consent of the Ordering Party expressed in documentary form under pain of nullity. The Contractor shall perform the transportation personally.
2. In the case of obtaining approval to subcontract transportation, the Contractor shall comply with the Factual Carrier Verification Rules available at Rules for verification of carriers factual carriers (donedeliveries.com) or from the Contractor's Freight Forwarder. The rules for verification of actual carriers are an integral part of the Transport Order.
3. The Ordering Party does not consent to further subcontracting of transportation, so that the Contractor, in the event of entering into an agreement with a subcontractor, shall include a provision in such agreement prohibiting such subcontractor from further subcontracting of transportation.
4. In the case of execution of a Transport Order with the help of a subcontractor, the Contractor shall document, at least 7 days before the agreed payment date, the payment made to the actual carrier for the performance of the transport in question. Failure to document payment to the actual carrier will result in suspension of payment to the Contractor until the date of completion of the deficiency.
5. The Contractor shall be fully responsible for its subcontractors, as well as for all persons who perform transportation contracted to the Contractor by the Ordering Party. The foregoing full liability is not affected by whether the persons described above are solvent. The Ordering Party may also make recourse claims against the Contractor in situations where the Contractor did not personally cause the damage to occur.
6. In the event of damage to the transported goods or due to a delay in the execution of the Transport Order, the Ordering Party shall be entitled to claim compensation for the damage from the moment he himself is called upon to compensate for the damage, even if he himself has not yet repaired the damage.

XVI. Corporate secrecy and the principle of exclusivity

1. By accepting to execute the Transport Order, the Contractor declares that they are aware that all data related to the transport such as data of the shipper, consignee, the Contractor's partner, routes, freight rates are the business secret of the Contractor.
2. The Contractor undertakes - during the execution of the Transport Order and for a period of 3 years after its execution - to keep confidential and without the prior written consent of the Ordering Party not to disclose to any third party, including other forwarders and carriers, and not to use for purposes other than those arising from the Transport Order, any information constituting company secrets, as well as make offers directly to the Ordering Party's customers and carry out transport on their behalf without the intermediation of the Ordering Party.
3. The Ordering Party's customer shall be deemed to be any entity where loading or unloading takes place in

connection with the execution of a Transport Order, any entity indicated in the waybill as shipper, consignee or carrier, as well as any entity known to the Contractor to have awarded a Transport Order to the Ordering Party, which was subsequently entrusted to the Contractor. The Contractor's remuneration provided for in the contract concluded with the Ordering Party also includes the obligation to comply with the provisions of this section.

4. It will also be considered a violation of the obligation referred to in item 2 to make offers directly to the Ordering Party's customers or to carry out transportation on their behalf without the intermediation of the Ordering Party by entities related to the Contractor personally or by capital.
5. Any of the following shall be considered a person related personally or by equity to the Contractor:
 - a. any entity that owns more than 10% of the Contractor's capital;
 - b. any entities in which the Contractor holds more than 10% of shares;
 - c. entities that are partners with the Contractor in a partnership;
 - d. entities that are partners of the Contractor that is a partnership;
 - e. members of the bodies of the Contractor, which is a corporation;
 - f. cooperatives and associations in which the Contractor is a founding member or member of the bodies;
 - g. ascendants and descendants, siblings and affinities to the first degree of the Contractor, as well as any of the following of the entities described above in sections a. – f.
 - h. any entity in which the persons listed in sections e and f hold more than 10% of the share capital in the case of capital companies, in which such persons are partners in the case of partnerships, or in which such persons are founding members, or members of bodies.
6. Violation of the obligation referred to in item 2 shall also be considered to be bidding directly to the Ordering Party's customers or performing transportation for them without the intermediation of the Ordering Party by the Contractor's subcontractors, with the help of which the Contractor performed transportation for the Ordering Party, with the proviso that this applies only to those customers of the Ordering Party for whom the subcontractor in question performed transportation as part of the performance of the contract of transport ordered by the Ordering Party to the Contractor.
7. It is forbidden for the Contractor to disclose to third parties, including other forwarders and carriers and the Contractor's customers, shippers or consignees of shipments, and entities engaged in collection activities, any information regarding the status of settlements between the Contractor and the Contractor, including the amount of the Contractor's remuneration, payment dates, the status of debts and other financial information concerning the Contractor.

XVII. Liability and contractual penalties

1. In the following cases of violation of the provisions of the Transport Order or improper execution of the Transport Order, the Contractor shall pay the Contractor a contractual penalty in the amount equivalent to the Contractor's gross remuneration specified in the Transport Order (100% of gross freight):
 - a. in the case of withdrawal from the Transport Order by the Ordering Party for reasons attributable to the Contractor,
 - b. in the event that the Contractor is late in loading the goods in relation to the date specified in the Transport Order, regardless of the time of lateness,
 - c. in the event that the Contractor delays the delivery of the goods in relation to any of the dates specified in the Transport Order, irrespective of the length of the delay,
 - d. if the Contractor fails to collect all or part of the goods, despite being present at the loading place
 - e. in the event of failure to execute a Transport Order without informing the Contractor or the Contractor's statement that that fails to execute the Transport Order/request by the Contractor for cancellation of the

- Transport Order by the Ordering Party,
- f. in the case of outsourcing transport to a subcontractor, without obtaining the prior consent of the Ordering Party, expressed in documentary form under pain of nullity, as well as for failure to comply with the rules for verification of the subcontractor;
 - g. in case of violation of the requirements for the means of transportation, its equipment, driver's equipment, as referred to in Chapter VI of the GTCs by the Contractor,
 - h. in case of failure to provide the Ordering Party with the documents and necessary information for the execution of the Transport Order, concerning the Contractor or its subcontractor listed in Section V, item 1 of the GTCs,
 - i. if the Contractor violates the prohibition on transshipment and reloading of goods without the consent of the Ordering Party,
 - j. in case of violation by the Contractor of obligations related to the transport of goods in the controlled temperature,
 - k. in the event of the Contractor's failure to comply with the obligations to leave the means of transportation in a guarded parking lot and other parking and parking obligations set forth in Chapter XI of the GTCs.
 - l. in case of violation by the Contractor of any of its obligations to contact the Ordering Party and to inform about obstacles and potential delays in the performance of the transport, as specified in Chapter XIII of the GTCs;
 - m. in the event of the vehicle arriving for unloading too early in relation to the time specified in the Transport Order.
2. In the event of a breach of the duty to keep confidential information relating to the Ordering Party and the violation of the principle of exclusivity, the Contractor shall pay the Ordering Party a contractual penalty of EUR 100,000.
 3. In the event that the Contractor fails to intervene on the side of the Ordering Party as a side intervener in legal proceedings pending with the Ordering Party concerning the correctness of the performance of obligations related to the transport performed by the Contractor or liability for damages resulting from such transport, the Contractor shall pay to the Ordering Party a contractual penalty in the amount of EUR 10,000.
 4. In the event of the Contractor's failure to comply with the provisions of the pallet replacement obligations set forth in Chapter XII, section 3, items a. and b. of the GTCs, the Contractor shall pay the Contractor a contractual penalty of EUR 25 for each unaccounted pallet and EUR 120 for each unaccounted gitterbox.
 5. In the event of a delay in the delivery of any documents related to the transport, regardless of whether the documents were to be sent in electronic form only or in both electronic and paper form, the Contractor shall pay to the Ordering Party a contractual penalty of 2% of the agreed gross freight for each day of delay, but not more than 300% of the freight.
 6. In the case of an incorrectly filled waybill, the Contractor shall pay a contractual penalty equal to 10% of the gross remuneration provided for in the Transport Order to the Ordering Party.
 7. In case of failure to inform the Ordering Party of the actual date of unloading of the goods with the number of the order, the Contractor shall pay to the Ordering Party a contractual penalty of EUR 50 for each such violation.
 8. In the event that the Contractor discloses to third parties, including other shippers and carriers and customers of the Ordering Party, shippers or consignees of shipments, and entities engaged in collection activities any information regarding the status of settlements between the Ordering Party and the Contractor, including the amount of the Contractor's remuneration, payment dates, debt status and other financial information regarding the Ordering Party, the Contractor shall pay to the Ordering Party a contractual penalty in the amount of PLN 10,000 for each violation.

9. In case of violation by the Contractor of the prohibition on assignment of claims under the Transport Order, the Contractor shall pay a contractual penalty in the amount equal to the claim transferred without consent to the Ordering Party.
10. In the event that the damage suffered by the Ordering Party exceeds the amount of the reserved contractual penalty, the Ordering Party shall be entitled to claim from the Contractor supplementary damages under the rules of generally applicable regulations.
11. The Contractor accepts that in the event of multiple violations of an obligation subject to a contractual penalty, a contractual penalty may be imposed for each violation.
12. The Contractor shall be liable to the Ordering Party for any damage suffered by the Ordering Party as a result of the Contractor's violation of customs regulations and the obligations arising therefrom, as well as cabotage regulations. In particular, the Contractor shall be obliged to reimburse the Ordering Party for any amounts charged to the Ordering Party by the competent customs authorities, as well as other entities, due to the Contractor's breach of obligations.
13. Notwithstanding the right to impose contractual penalties under the rules set forth above, in the event that the course of execution of the Transport Order shows that the Contractor will not execute the Order on time, in particular, when the provision of the vehicle for loading the goods will be delayed by 2 hours or more, the Ordering Party shall be entitled to order the execution of transportation to another entity at the expense and risk of the Contractor, to which the Contractor agrees. In this case, the Contractor shall release the goods to the carrier designated by the Ordering Party.
14. In the case where the Order is for a package of shipments (shipments of goods for different customers of the Ordering Party, to different locations, where the delivery of the second and subsequent shipments takes place after the previous shipment is unloaded), at the moment when the delivery of the currently transported goods will be delayed more than 3 hours, so that the timely delivery of subsequent shipments will be jeopardized, the Ordering Party shall be entitled to arrange a replacement car for the timely delivery of subsequent shipments. In this case, the Contractor shall deliver the goods to the carrier designated by the Ordering Party, and its remuneration shall be reduced by the amount corresponding to the remuneration for the delivery of goods that were transferred to another carrier.
15. In the case of deed-based obligations, the Contractor shall be required to prove that the obligation has been performed, and the Ordering Party shall be entitled to impose a contractual penalty in any case where the Contractor fails to provide evidence.
16. The Contractor shall be entitled to impose a contractual penalty on the Ordering Party in the event that the execution of the Transport Order is not possible due to the lack of goods at the place indicated in the Transport Order as the place of loading. In such a case, the Contractor will be entitled to charge the Ordering Party a contractual penalty of EUR 50.
17. The obligation to pay contractual penalties provided for in the Transport Order and these GTCs is independent of the occurrence of damage and its amount, which the Contractor acknowledges and accepts. The Contractor waives the right to raise the plea of mitigation of the contractual penalty.
18. The Contractor's liability for compliance with the obligations stipulated in the Transport Order and these GTCs is strict liability and is excluded in the event of force majeure or the exclusive fault of the Ordering Party.
19. Charging the Contractor with any contractual penalty in connection with the performance of the Transport Order or directing any claims to the Contractor in connection with the non-performance or improper performance of the Transport Order shall entitle the Ordering Party to charge the Contractor an administrative fee of EUR 100.
20. The parties recognize that the Contractor's gross negligence includes, in particular, behaviors such as: failure

to comply with the rules of road safety, failure to comply with the rules of driver's working hours and rules of rest outside the cab of the vehicle, rules of cabotage transport, use of a subcontractor despite no consent of the Ordering Party, loading or reloading of goods without the consent of the Ordering Party, failure to check the subcontractor in accordance with the requirements of these GTCs, failure to seek instructions from the Ordering Party in cases where such instructions are required, failure to take measures to mitigate the damage, leaving the vehicle unattended in an unguarded parking lot, parking the vehicle overnight in an unguarded parking lot, driving the vehicle by persons without proper authorizations, the Contractor's use of improper means of transportation or equipment, failure to properly secure the goods for transportation, failure to object to the manner of securing or packing the goods, failure to verify the contents of the waybill, the condition of the goods and their packaging, transfer of the goods to unauthorized persons.

XVIII. Settlements

1. The term of payment of the VAT invoice issued by the Contractor in connection with a duly executed Transport Order shall be 60 days, unless otherwise provided in the Transport Order, and shall be calculated from the date of receipt of a correctly issued invoice and complete transport documents, with the proviso that all payments shall be made every Tuesday and Friday of a given week. The foregoing means that the actual date of payment may be extended, to which the Contractor agrees and waives any claims against the Ordering Party for late payment interest for the period from the date of expiration of the payment deadline to the first day of oral in accordance with this Transport Order as the date of bank transfer execution, as well as claims for payment of recovery costs specified in the Law on Prevention of Excessive Delays in Commercial Transactions.
2. The remuneration for the performance of the service indicated in the body of the Transport Order (freight) is a fixed and unchangeable remuneration and includes all costs associated with the execution of the Transport Order.
3. The settlement currency for the execution of a Transport Order is EUR. The amount corresponding to VAT should be converted into PLN according to the average exchange rate of the National Bank of Poland (NBP) announced on the day preceding the unloading (according to Article 31a item 1 of the Value Added Tax Law). The VAT invoice shall also include a bank account in PLN.
4. The invoice shall include the number of the Transport Order.
5. The Contractor declares that it is an active VAT payer as of the date of entering into the Order
6. Each invoice may relate to only one Transport Order. Ordering Party does not allow invoicing of several Transport Orders on a single invoice.
7. The invoice in electronic form shall be sent to the following address: faktury@donedeliveries.com, entering the order number in the subject line of the email. If you send an invoice electronically, there is no need to send an invoice by snail mail. If the documents (invoice and any shipping documents) are sent only by snail mail, they must be sent to the address: DONE DELIVERIES spółka z ograniczoną odpowiedzialnością, Batorego 35, 34-120 Andrychów.
8. In the event that the Ordering Party lodges a claim for improper execution of a Transport Order, the deadline for payment of remuneration shall be suspended until all doubts related to the determination of the extent and amount of damage and the person responsible for it are clarified, but no longer than 90 days from the date of receipt of a correctly issued invoice and complete transport documents. Suspension of the payment deadline may also occur in the case of a complaint regarding another Transport Order, if these GTCs applied to it.
9. The Contractor agrees that the Ordering Party may set off its claims that it has against the Contractor against

the Contractor's claims against the Ordering Party, regardless of the basis of such claims and the legal relations from which they arise, and waives raising any objections and formulating claims (including litigation) that may in any way affect the set-off.

10. In the event that the Ordering Party is entitled to receivables from the Contractor expressed in a foreign currency, and the Contractor is entitled to receivables from the Ordering Party in Polish currency or any other foreign currency, the Ordering Party shall be entitled to make a statement of deduction, and the conversion of the Ordering Party's receivables into the relevant currency shall be made according to the average exchange rate of the National Bank of Poland on the day on which the Ordering Party makes the statement of deduction, i.e. at the time of posting, sending e-mail correspondence (as the case may be).
11. Without obtaining the prior consent of the Ordering Party expressed in writing under pain of nullity, the Contractor shall not have the right to transfer (assign) the receivables to which it is entitled against the Ordering Party for the transport performed to another entity, or to make an offer to conclude such an agreement.
12. The parties agree to exclude the application of Article 790 of the Civil Code.
13. The amount set in the order is final and includes all costs associated with the transport, including oversize cargo permit, ferry cost, pilot escort service, customs clearance costs, escort costs, etc. Other claims for fees incurred shall not be considered, except as agreed in advance with the Ordering Party and on the basis of supporting original documents.
14. In the event that the Contractor incurs additional costs during the execution of the Transport Order, if such costs are accepted by the Ordering Party, in order to receive reimbursement, the Contractor shall charge such costs to the Ordering Party by issuing the appropriate document specified in the following table. Documentation of costs by any other document will result in denial of payment, which the Contractor acknowledges and accepts:

NAME OF THE CHARGE/COST	DOCUMENTATION METHOD
Hotels	invoice* / correction invoice (in plus)
Customs fees	invoice* / correction invoice (in plus)
Tolls	invoice* / correction invoice (in plus)
Replacement vehicle	invoice* / correction invoice (in plus)
Warehouse	invoice* / correction invoice (in plus)
Mileage surcharge	invoice* / correction invoice (in plus)
Layover (delay at loading/unloading)	invoice* / correction invoice (in plus)
Forklift	invoice* / correction invoice (in plus)
Manual loading/unloading	invoice* / correction invoice (in plus)
Change of loading/unloading date/location	invoice* / correction invoice (in plus)
Other costs incurred as part of the main service (transport), not listed above but necessary to complete the order	invoice* / correction invoice (in plus)
Order cancellation	debit note
Penalty (due to the contractor's fault)	debit note

* understood as including an additional cost in the first invoice to the order

XIX. Withdrawal from and termination of the contract

1. The Ordering Party shall have the right to withdraw from the Transport Order (cancellation of the Order) without giving any reason, within 14 days from the date of sending it to the Contractor, with the proviso that the Ordering Party may not exercise this right after the loading of goods on the Contractor's vehicle.
2. In addition, the Ordering Party has the right to withdraw from the Transport Order for reasons attributable to the Contractor within 14 days of the occurrence of any of the following:
 - a. when the Contractor declares that it will not execute the Transport Order/requires its cancellation. This includes the period
 - b. before the arrival of the date of the vehicle's placement for loading.
 - c. delays by the Contractor in placing the vehicle for loading, regardless of the length of the delay,
 - d. when the circumstances surrounding the execution of the Transport Order indicate that the Contractor will not be able to appear at the cargo loading site at the designated time,
 - e. when from the circumstances surrounding the execution of the Transport Order it will appear that the Contractor will not deliver the goods on time.
 - f. when the Contractor places an inadequate means of transportation for loading, which does not comply with the terms and conditions of the Transport Order, with a dirty or wet cargo space or a cargo space that is not free of foreign odors.
 - g. when the Contractor fails to provide the Ordering Party with copies of documents confirming the notification to the competent authorities of the fact of assigning a driver or drivers who will perform the transport in question (in the case of performance of transport to which the regulations of another country on minimum wages and employee assignment apply).
3. The Ordering Party shall have the right to withdraw from the Transport Order without calling for its execution.
4. Submission of a statement of withdrawal from a Transport Order requires documentary form under pain of nullity.
5. In the event of cancellation of the Transport Order after the Contractor has loaded the goods, the Contractor shall be obliged to comply with the Ordering Party's instructions to reload the goods onto another vehicle designated by the Ordering Party or to deposit the goods in a designated warehouse. If the withdrawal is for reasons attributable to the Contractor, the Contractor shall not be entitled to any reimbursement of costs that will result from the performance of the above duties.

XX. Employee assignment

1. By accepting a Transport Order, the Contractor agrees to comply with Germany's minimum wage laws in all situations where they apply. At the same time, the Contractor declares that, in order to provide services, it has taken all necessary measures to ensure compliance with the above-mentioned regulations.
2. The Contractor confirms that in the event the minimum wage regulations in Germany apply, the remuneration received by its employees and/or the employees of subcontractors does not violate these regulations. In the event of failure to comply with the above requirement, the Contractor shall be obliged to pay a contractual penalty in the amount of 5% of the agreed gross freight amount to the Ordering Party, which does not exclude the Ordering Party's right to claim compensation under general rules. The Contractor shall indemnify the Ordering Party against all claims (*including civil and administrative claims*) of any entities arising from the violation by the Contractor and/or its subcontractors of their obligations under the minimum wage law, and undertakes to pay all damages incurred by the Ordering Party on this account. If an obligation to pay arises on the part of the Ordering Party, the Contractor agrees to pay to the Ordering Party an amount corresponding to the damage suffered by the Ordering Party.

3. By accepting the Transport Order, the Contractor agrees to comply with the minimum wage laws in force in France in all situations where they are applicable. At the same time, the Contractor declares that, in order to provide services, it has taken all necessary measures to ensure compliance with the above-mentioned regulations.
4. The Contractor confirms that in the event that the minimum wage regulations in France are applicable, remuneration received by its employees and/or employees of subcontractors does not violate these provisions.
5. The Contractor confirms that the driver performing the transportation service in the territory of France has all the necessary documents required by the generally applicable regulations in force in France and applicable to the Contractor's employee performing the transportation. In addition, the Contractor declares that it has appointed its representative in France responsible for contacting the authorities. At the request of the Ordering Party, the Contractor agrees to send them all documents proving compliance with the aforementioned regulations by e-mail to the address: francja@donedeliveries.com. In the event of failure to comply with this requirement, the Contractor shall be obliged to pay a contractual penalty in the amount of 30% of the agreed gross freight amount, which does not exclude the Contractor's right to claim compensation under general rules. The Contractor shall indemnify the Ordering Party against all claims (*including civil and administrative claims*) of any entities arising from the violation by the Contractor and/or its subcontractors of their obligations under the minimum wage law, and undertakes to pay all damages incurred by the Ordering Party on this account. If an obligation to pay arises on the part of the Ordering Party, the Contractor agrees to pay to the Ordering Party an amount corresponding to the damage suffered by the Ordering Party. The provisions of this section of the order do not apply to the self-employed.
6. In addition, the Contractor shall comply with the laws of the country in which his vehicle is located at any given time. The Contractor shall comply with all regulations applicable to carriers, in particular, Regulation (EC) No. 1072/2009 of the European Parliament and of the Council and Regulation (EC) No. 561/2006 of the European Parliament and of the Council. The Ordering Party shall not be liable for any of the penalties resulting from non-compliance with these regulations.

XXI. Personal Data Processing

1. Your Personal Data Controller is: Done Deliveries sp. z o.o, based in Andrychów, ul. Stefana Batorego 35, 34-120 Andrychów. Contact with the Personal Data Controller: phone 884068068, e-mail address iod@donedeliveries.com. Contact to the data protection officer: iod@donedeliveries.com.
2. Your data (first name, last name, business contact data, including data from public registers, e.g. Polish KRS) were obtained directly from you in connection with the conclusion and performance of the contract being the basis of cooperation between the Controller and you. Otherwise, your data was provided by your Ordering Party (i.e., the entity for which you provide work). The Controller will process them to the extent indicated in the agreement.
3. The Controller uses personal data for the following purposes:
 - a. execution of rights and obligations under the Transport Order/Contract/General Terms and Conditions of Transport (legal basis - Article 6(1)(b) of the RODO (Polish GDPR) in case of sole proprietorships; Article 6(1)(f) of the RODO - in case of companies) - "execution of the contract/performance of the order/General Terms and Conditions of Transport",
 - b. fulfillment of legal obligations, e.g., maintaining accounting and tax records as well as archiving them; fulfillment of obligations under international regulations, including in particular those related to transportation (legal basis - Article 6(1)(c) RODO) - "legal obligation",

- c. performance of the provisions of the contract/performance of the order/ General Terms and Conditions of Transport, investigation or defense against possible claims related to the contract/order/ General Terms and Conditions of Transport(legal basis - Article 6(1)(f) RODO) - "legitimate interest";
 - d. contacting representatives or designated contact persons on matters related to the execution of the contract/order/ General Terms and Conditions of Transport(legal basis - Article 6(1)(f) RODO) - "legitimate interest".
4. The transfer of data is voluntary, but necessary for the above purposes. In the case of legal regulations, the transfer of data is a legal obligation. Refusal to provide data may result in the inability to fulfill the foregoing purposes. Data is not processed for automated decision-making.
5. The Controller uses the data for the period necessary to fulfill the purposes described above. Depending on the legal basis, this will be respectively:
 - a. the term of the contract/order/General Terms and Conditions of Transport or until an objection is filed,
 - b. the period of retention of documents specified by law, e.g., international law on transport, taxation, including specifying the archiving period,
 - c. the period of limitation of claims under special provisions, e.g. the Polish Civil Code.
6. You are entitled to: access to your personal data (information about the personal data processed and their copy), rectify data (when it is incorrect), transfer data (in cases specified in RODO/GDPR), delete or restrict processing of personal data - according to the principles specified in RODO/GDPR, file an objection or withdraw consent (if it had been given). To exercise these rights, contact the Controller. In addition, you can also file a complaint with the President of the Office for Personal Data Protection, based in Warsaw.
7. The Controller may provide personal data to entities cooperating with it in the performance of the above purposes, including in particular technical and IT service providers, legal and tax advisory service providers, clients and contractors with whom transportation services are provided. In other cases, personal data may be made available to authorized state authorities

XXII. Final Provisions

1. In matters not regulated by the terms of the Transport Order and the GTCs, the relevant provisions of Polish law shall apply, and in the case of international transport additionally the CMR Convention, and in the case of cabotage transport the regulations of the country in which the cabotage transport is performed with regard to the rules of performance of the contract of transport and the carrier's liability for non-performance or improper performance of the contract of transport.
2. All disputes that may arise from the execution of this Order shall be submitted by the parties to the settlement of Polish common courts. The competent court to hear disputes shall be the common court with jurisdiction over the Ordering Party's registered office.
3. The invalidity of any of the provisions of the Transport Order or the GTCs, does not result in the invalidity of the remaining provisions of the Transport Order and the GTCs, as well as the entire legal relationship between the parties.

The document is effective as of February 17, 2026.