

## **General Conditions of Carriage by Road for**

### **"HR POLAND SP. Z O.O"**

Please provide invoices together with two original copies of each CMR and any other proof confirmed at the point of unloading within 14 calendar days of the service being provided.

If it is not possible to provide the above documents in two originals, please send one original and a certified copy of each document.

NOTE: As of 01.01.2014, due to the new VAT regulations, the date of receipt of the goods is required to be entered in the appropriate box on the consignment note. CMRs, waybills without this date, will be returned.

PAYMENT IN PLN or EUR :

FREIGHT IN EUR PLEASE CONVERT AT THE RATE OF EXCHANGE ON THE DAY OF LOADING.

**PLEASE QUOTE OUR ORDER NUMBER ON THE INVOICE!**

PLEASE ENSURE THAT THE PLN ACCOUNT IS WHITELISTED.

**By accepting this order you agree to the following terms and conditions.**

### **General Terms and Conditions for Freight Forwarding**

#### **§ 1**

These General Terms and Conditions for Forwarding Orders apply to contracts for the carriage of goods on behalf of HR Polska Sp. z o.o. in domestic and international transport.

#### **§ 2**

Terms used in the General Terms for Forwarding Orders shall mean:

1) Customer- HR Polska Sp. z o.o. with its registered office in Bydgoszcz, 85-719 Bydgoszcz ul. Fordońska 74, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Bydgoszcz, XIII Economic Division of the National Court Register under KRS number 0001038777, REGON: 093037924, NIP: 9671137245.

2) Carrier - an entity that accepts an order, is active in the provision of transport services and has the necessary certificates and permits to perform this type of service.

3) Forwarding order - an offer to conclude a contract of carriage of goods addressed by the Customer to the Carrier by e-mail or fax.

#### **§ 3**

(1) The contract of carriage of goods shall be deemed to have been concluded as soon as the Carrier has received the Transport Order, unless the Carrier notifies the Principal within 1 hour (one hour) of receipt of the Order that he refuses to accept it.

The Customer reserves the right to cancel or modify a Transport Order no later than 12 hours before the scheduled date and time of loading the goods. In such a case, the Carrier is not entitled to claim any compensation for this.

(2) The absence of a written refusal to accept an Order within 1 hour of receipt of the Order shall be deemed to be acceptance of the Order and acceptance of all its terms.

#### **§ 4**

The transport order should include, in particular:

- 1) identification of the Carrier and the Principal,
- 2) specifying the place, date of loading and unloading and, optionally, the time of loading and unloading,
- 3) identification of the items being transported, together with their quantity, weight and dimensions,
- 4) the amount of remuneration for the service provided (freight price).

The provisions of the cooperation agreement, if such an agreement binds the parties, are also an integral part of the Forwarding Order.

#### **§ 5**

(1) The carrier undertakes to carry out the activities assigned to it:

a) with due diligence, in accordance with the interests of the Customer and the terms and conditions set out in the Forwarding Order and the provisions of the cooperation agreement, if such agreement binds the parties.

b) an efficient vehicle suitable for the carriage of the load specified in the forwarding order, with the necessary equipment for securing and securing the load, sound technical condition and adequate third party road traffic insurance,

(c) also on public holidays, subject to any legal conditions in this respect.

2 Without the express consent of the Principal, the Carrier shall not:

a) perform the services with a vehicle other than that specified in the Transport Order,

b) transport goods not covered by the order in the vehicle in which the service is performed for the Principal,

(c) tranship goods to another vehicle,

(d) stack pallets.

(3) The carrier shall also undertake to ensure the constant monitoring of the vehicles with which the service will be provided and to make the resulting information available to the Principal.

#### **§ 6**

The performance of loading operations is the responsibility of the consignor and the consignee of the goods covered by the service respectively. These operations will be carried out with the driver's participation, under his supervision and under his instructions as to how and where the cargo is to be stowed on the means of transport.

2. the driver's duties will further include:

a) comparing the conformity of the goods (name, quantity, weight) with the transport documents and checking the condition of the packaging,

(b) securing the goods loaded onto the vehicle in such a way as to ensure that they are transported intact.

(e) proper storage of goods on the semi-trailer/trailer.

## § 7

### CONTRACTUAL PENALTIES

(1) In the event of any circumstances that may affect the punctuality or quality of delivery, the Carrier is obliged to inform the Ordering Party without delay. An untimely delivery shall be regarded as a delayed delivery as well as a delivery made before the date of unloading, i.e. on the day preceding the date of unloading or earlier, indicated in the Transport Order, unless the earlier delivery has been previously confirmed by the Ordering Party.

(2) In the event of failure to inform the Customer of circumstances that may affect the delay of delivery, the Customer shall be entitled to claim compensation from the Carrier in the amount of the full damage suffered.

(3) In case of failure to inform the Customer of a delivery made before the date indicated in the Transport Order. The Carrier may be charged with a contractual penalty not exceeding 20% of the freight value. At the same time, the Ordering Party reserves the possibility to claim additional compensation in case the amount of the contractual penalty did not cover the full amount of the damage.

If the Ordering Party is informed of any circumstances that may affect the punctuality or quality of the delivery and in the case of a justified assumption that the Carrier will not be able to carry out the transport order on time in accordance with its terms, the Ordering Party will be entitled to order transport to another entity, at the same time obliging the Carrier to cover all costs resulting from the difference in price that was agreed with him and the price that the Ordering Party actually bore when organising a substitute means of transport.

5. For non-fulfilment of special instructions contained in the order, we reserve the right to reduce the agreed freight/carriage by 100%. Including, but not limited to, the loading of other goods if the vehicle has been agreed as dedicated. For non-loading or unloading of the cargo on the day stated in the order, we reserve the right to charge the carrier an amount up to the freight amount for each such occurrence.

## § 8

(1) The Carrier shall be entitled to remuneration for the service provided, in the amount specified in the Transport Order or in the contract of cooperation, if such a contract has been concluded between the parties. Unless otherwise stipulated in such an agreement, the Carrier may not claim additional remuneration or compensation for the first 24 hours of stopping under loading and unloading.

(2) The maximum charge for each additional commenced day of parking may be: EUR 150. Public holidays and non-working days are not included in the chargeable parking. It is the carrier's responsibility to document the costs incurred.

3 The remuneration for the service will be paid to the bank account indicated by the Carrier, on the basis of a VAT invoice issued by the Carrier and delivered to the Principal.

(4) The Carrier shall deliver the invoice referred to in paragraph 3, together with a set of the required documents (CMR for

shipments to European Union countries or CMR together with the original EX for shipments to countries outside the European Union) by post or courier to the address:

HR Polska Sp. z o.o., 74 Fordońska Street, 85-719 Bydgoszcz, not later than 14 days after the date of service provision - delivery of goods. The Employer reserves the right to return without accounting an invoice issued incorrectly, containing errors or delivered without a complete set of required documents.

(5) Unless otherwise specified in the transport order or cooperation agreement, if such an agreement binds the parties, the payment term for the invoice referred to in subsection 3 shall be 60 days from the date of receipt of the invoice by the Principal. If an invoice is sent in breach of the deadlines set out in paragraph 4, the above payment period may be extended to 90 days from the date of receipt of the invoice by the Principal.

In the event of a complaint by the Principal regarding the performance of the service, the Principal shall be entitled to withhold payment of remuneration for this service until the complaint procedure has been settled amicably or until the matter has been finally settled in court.

## § 9

The carrier shall be liable for loss, damage or loss of the consignment from the time of acceptance until delivery to the address indicated as the place of unloading in the transport order.

## § 10

Failure to perform the contract of carriage of goods is considered in particular to be:

1) failure to collect the goods from the place of loading through the fault of the Carrier,

2) failure to deliver the goods to the place of unloading through the Carrier's fault.

## § 11

(1) The Carrier shall be obliged to maintain the commercial confidentiality of the Principal.

2. the Carrier undertakes to refrain from competing with the Customer, and in particular undertakes not to offer or provide carriage of goods or forwarding services to the consignor or consignee of the goods indicated in the transport order. This obligation is valid for a period of 18 months from the acceptance of the transport order and also applies to the entities used by the Carrier to carry out the order.

(3) Breach of the obligation referred to in paragraph 2 by the Carrier or by the entities he has used to carry out the order will entitle the Principal to charge the Carrier a contractual penalty of EUR 50,000 per occurrence. The Principal further reserves the right to claim additional compensation in the event of damage exceeding the amount of the contractual penalty.

(4) In accepting a transport order, the Carrier undertakes to comply with the applicable provisions of Polish and international law, and in particular with the regulations concerning transport and minimum wages in force in the individual countries of the European Union.

## § 12

In matters not covered by the General Terms and Conditions for Transport Orders, the relevant provisions of the CMR Convention (drawn up in Geneva on 19 May 1956), the Transport Law and the Civil Code shall apply.

### § 13

Any disputes between the Parties, if not resolved by negotiation and amicably, shall be subject to adjudication by the court having jurisdiction over the HR Polska Sp.z o.o.'s registered office.

Information on the processing of personal data. Personal data will be processed by the Principal as Administrator on the following terms:

(1) The Principal, as Administrator, shall process the personal data provided by the Contractor in the conclusion and performance of this contract for the following purposes: for purposes related to the performance of this contract- on the basis of Article 6(1)(b) of Regulation (EU)2016/679 of the European Parliament and of the Council of 27 April 2016. (RODO); if necessary to assert or protect against claims arising from the performance of this agreement on the basis of Article 6(1)(f) RODO- legal protection of the Administrator; to fulfil the Administrator's legal obligations under the Accounting Act- on the basis of Article 6(1)(c) RODO.

(2) The provision of data necessary for the performance of the contract in question is voluntary, but is a condition for the conclusion of the contract and may be a condition for the correct performance of the contract in the case of data provided during the contract period.

(3) In the event that the processing of personal data is considered to be in breach of the applicable legislation, the Contractor shall have the right to lodge a complaint with the President of the Office for Personal Data Protection.

4 The Contractor shall have the right to access, rectify, erase or restrict processing of its own personal data and the right to data portability.

(5) The Contractor has the right to object to the processing of personal data on the basis of Article 6(1)(a) or RODO.

(6) The data shall be stored for the period necessary for the performance of this contract (in particular, until the expiry of the limitation period for claims potentially originating in the performance of this contract, the conclusion of legal disputes concerning these claims and the expiry of the legal obligation to store the data).

7 When transferring third party data to the Principal in the performance of this contract, the Contractor shall be liable to the Administrator and to such third parties for having an appropriate legal basis for the processing of such data, in particular for their transfer to the Principal.

(8) The Contractor declares that, prior to the transfer of personal data, it will fulfil its duty of information towards the persons whose data it provides and whose transfer is necessary for the proper performance of the contract, in accordance with Articles 14 and 15 RODO. This applies in particular to persons with whom it cooperates in the performance of this contract. (9) The data will be transferred to entities with which the Administrator cooperates in the performance of this contract, to the Administrator's principals, to entities providing the Administrator's IT services, accounting services and to bodies entitled to receive information on the basis of the law.

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