

GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF ROAD HAULAGE SERVICES

The entrepreneur rendering road haulage services pursuant to these General Terms and Conditions for the Provision of Road Haulage Services (hereinafter: "General Terms and Conditions") is Mateusz Chrzanowski, conducting economic activity under the name PM ADVISE sp. z o.o. with the following address: Wrocław, Stabłowicka 77A/17 street, 54-062 Wrocław, Poland, NIP [*Polish Tax Identification Number*]: 8943165351, REGON [*National Official Business Register*] no.: 388427605 (hereinafter: "Carrier").

I. Concluding a Contract

1. The road haulage services shall be carried out by the Carrier in all cases upon receiving a transport order (which shall be construed as a contract of carriage). The Carrier confirms the reception of the transport order from the Orderer by issuing a consent to conclude the order by electronic means: e-mail, fax, text message (SMS) or by means of a message on a freight exchange communicator. The road haulage services are provided based on the transport order, these General Terms and Conditions as well as the generally applicable legal regulations.
2. All conditions for the execution of the transport order issued to the Carrier after one hour from the acceptance of the order pursuant to item 1 shall not apply, unless the Carrier issues its consent by electronic means.
3. By concluding an order or by ordering additional services, the Orderer agrees to apply these General Terms and Conditions in the scope not included in any other mutual agreements.
4. The Orderer acknowledges that the Carrier renders its services using vehicles of the following make : Iveco, Renault, Fiat, Mercedes, model: Daily, Master, Ducato, Sprinter which allow the loading of the goods: wing goods from the sides and back.

II. Performance of the Contract

1. The duties related to loading and unloading the goods shall lie within the responsibility of the Orderer or the loader or recipient acting on its behalf. The Carrier may assume the obligation of loading or unloading the goods after making the necessary earlier arrangements, in particular with regards to the manner of loading or unloading the goods. The Carrier shall have the right to receive additional remuneration in the amount of EUR 50 net for each loading or unloading operation.
2. The subcontractor or the driver picking up the payload indicated in the transport order is not authorised to make or accept declarations of intent on behalf of the Carrier, nor make any commitments with regards to any changes, exclusions or additions to the contents of the transport order or the order for additional services provided by the Carrier or the contents of these General Terms and Conditions.
3. In the event that the Orderer or another person acting on its behalf declares a value or declares a special interest in the delivery of the goods in the waybill, the Carrier shall be entitled to an additional remuneration in the amount of 10% (ten percent) of the declared value.
4. In the event that the Orderer changes the conditions of the transport order by changing the place of loading, the place of unloading or the size or weight of the goods and the change results in:
 - a) an increase of the number of kilometres to be completed by the Carrier in order to carry out the transport order,
 - b) an increase in the size or weight of the goods to be transported,The Carrier shall receive compensation (for carrying out the new instructions) in the amount of EUR 100 and the amount calculated by multiplying the additional kilometres of the longer

route or the weight or size of the goods in relation to the information included in the transport order by EUR 1.

5. The Carrier reserves the right to subcontract the transport service at any stage.
6. The Carrier reserves the right to inspect if the goods have been appropriately packed prior to as well as after loading.
7. The Carrier shall have the right to execute a lien on the consignment in order as a collateral against potential claims which may arise from the transport contracts executed per Orderer's request.
8. In relation to concluding the transport order, the Orderer shall be obliged to execute or to secure the execution of any obligations which lie with the issuer of the goods pursuant to the contents of the transport order, the General Terms and Conditions or the generally applicable laws.
9. Unless the parties have mutually agreed otherwise, the Orderer's obligations indicated in item 8 above shall include in particular:
 - a) preparing and packaging the shipment in a manner which makes it suitable for road haulage and enables to deliver and issue the payload covered by the transport order without losses and damages,
 - b) issuing a complete and correct waybill for the transport of a specific payload,
 - c) attaching any and all documents, including documents required by applicable legal regulations for the correct performance of the carriage to the waybill,
 - d) providing the Carrier with complete, accurate and factual information required for the performance of the carriage,
 - e) issuing a notification on the loading and forwarding the information to the Carrier at least one hour prior to the planned loading,
 - f) issuing a notification on the unloading and forwarding the information to the Carrier at least one hour prior to the planned unloading,
 - g) providing assistance in contacting the loader or the recipient of the payload specified in the transport order per the Carrier's request,
 - h) reimbursing the Carrier with all additional, undocumented costs incurred in order to carry out the transport order or to execute the instructions issued by the Orderer,
 - i) immediately communicating all of the Orderer's or the recipient's reservations or comments regarding the performed service,
 - j) obliging each of the loaders of the goods commissioned for haulage to:
 - inspect the packaging of the goods to be transported as well as its weight prior to loading,
 - load the goods to be transported on the Carrier's vehicle,
 - distribute the payload in the Carrier's vehicle in a manner which ensures safe transport of the goods, in particular protecting the goods against damage or against overloading the axles of the Carrier's vehicle,
 - k) obliging each of the recipients of the goods commissioned for haulage to:
 - ensure adequate conditions for positioning the Carrier's vehicle at the unloading site,
 - providing the equipment required for unloading the goods,
 - inspecting the amount and any visible damages to the transported cargo at unloading,
10. In the event that the Orderer fails to issue the documents required for carrying out the transport order or if it issues invalid or improperly filled documents, the Orderer shall bear full responsibility for any harm incurred by the Carrier for that reason, including lost profits.
11. The Orderer hereby undertakes that it shall not engage in direct contact - omitting the Carrier - with the driver for whom the Orderer has obtained contact details in order to place transport orders; moreover, the Orderer shall not provide the driver with information regarding the remuneration and other details regarding the cooperation between the Orderer and the

Carrier. The prohibition indicated above shall apply during the execution of the transport order and for 2 years after the completion of the order. In the event of violating the prohibition indicated above, the Orderer shall pay a contractual penalty to the Carrier in the amount of PLN 10,000.00.

III. Additional Services

1. Based on a separate, payable order, the Carrier may provide additional services commissioned by the Orderer, in particular:
 - a) preparing a protocol on the condition of the shipment,
 - b) parking,
 - c) other additional services on mutually agreed individual terms.
2. The Orderer as well as the recipient indicated in the waybill shall have the right to request a protocol on the current condition of the payload commissioned for haulage at each stage of the transport. The protocol on the condition of the shipment shall be prepared by the Carrier or its subcontractor per additional remuneration in the amount of EUR 50 (in words: fifty) net.
3. In the event that the transport order concluded with the Orderer or the arrangements made mutually between the parties do not contain the Carrier's obligation to provide parking service, either free of charge or for a predetermined fee, the Orderer shall pay the Carrier a fee in the total amount of EUR 200 (in words: two hundred) net for each commenced day of parking. The same price shall apply for rendering the parking service after the lapse of the free parking time specified in the transport order (in the event that such time was provided for). The Carrier may refuse to provide the parking service in the event that such service would interfere with the schedule of other orders accepted by the Carrier.

IV. Termination of the Contract

1. In the event that the Orderer terminates the transport order (transport contract) concluded with the Carrier prior to the execution of the order by the Carrier, i.e. before the Carrier delivers the vehicle to the loading area, the Orderer shall pay a contractual penalty in the amount of 30 (in words: thirty) % of the remuneration determined for the execution of the transport order (carriage service).
2. In the event that the Orderer terminates the transport order (transport contract) during its execution (after delivering the vehicle to the loading site), the Orderer shall pay a contractual penalty in the amount of 50 (in words: fifty) % of the remuneration determined for the execution of the transport order (carriage service).
3. The Carrier shall have the right to terminate the transport order in the following cases:
 - a) if the Orderer or the loader acting on its behalf refuses to issue the payload covered by the transport order after delivering the vehicle to the loading site,
 - b) if the Orderer or the loader acting on its behalf failed to prepare the payload covered by the transport order for issuing or failed to load the cargo within the time specified in the transport order (timeframe) and within one hour after the designated loading time,
 - c) if the payload prepared for delivery significantly differs from the description included in the transport order or the transport documents, in particular with regards to the dimensions, amount, weight or packaging type,
 - d) the payload is not packed in the event that the packaging is required as well as in the event that the Carrier finds the packaging to be inadequate or defective,
 - e) the information provided in the waybill shall differ from the arrangements included in the transport order (arrangements with the Orderer).
4. In the event that the Carrier terminates the transport order for reasons attributable to the Orderer and the persons acting on its behalf, the Orderer shall pay a contractual penalty to the Carrier in the amount of 50 (in words: fifty) % of the remuneration determined for the execution of the transport order (carriage contract).
5. In the event that the Carrier terminates the transport order for reasons attributable to the Carrier, the Carrier shall pay the Orderer a contractual penalty in the amount of 10% of the remuneration determined for the execution of the transport order (carriage contract).

V. Responsibility

Both the Carrier, the Orderer and the persons involved in the transport of the payload shall bear responsibility on the basis and within the scope stipulated in these Terms and Conditions and the generally applicable laws.

VI. Complaints

1. In the event of any reservations regarding the manner and correctness of the execution of the carriage, an authorised person (the Orderer or the recipient) shall have the right to issue a written complaint to the Carrier. The contents and the attachments of the complaints shall meet the requirements determined in the applicable legal regulations.
2. The following documents shall be attached to the complaint in particular:
 - a) transport order,
 - b) waybill,
 - c) damage report - if available,
 - d) a document stating the value of the payload covered by the transport order (carriage contract),
 - e) a written claim including a calculation of the resulting damage.
3. The Carrier shall have the right to request additional documents if they are necessary for the investigation of the complaint. Failing to complete the complaint within the specified time shall cause the dismissal of the complaint.
4. The Carrier shall issue a request to complete the complaint within 7 days upon its deliver in the event that the complaint does not indicate the authorisation for the person to raise the claim or in the event that the complaint does not meet the conditions specified in the applicable regulations and the Terms and Conditions. Failing to respond to the request shall cause the dismissal of the complaint.
5. The Carrier shall respond to the complaint within 30 days upon reception, valid completion or correction of the complaint.
6. The response to the complaint shall be issued in writing to the address of the registered office of the entrepreneur issuing the complaint or to the e-mail address indicated in the letter of complaint of the transport order covered by the complaint.
7. The Orderer and the recipient shall not make any deductions of Claims against the Carrier with the claims due to the Carrier as remuneration for the performed services, unless the Carrier issues a written consent under pain of invalidity.
8. Issuing a complaint shall not suspend the due date for the remuneration for the performance of the services covered by the complaint.

VII. Data Protection

1. The provisions included in items 2-9 contain information as stated in article 13, items 1-2 and article 14, items 1-2 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 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 (hereinafter: "GDPR").
2. The Carrier acts as the Data Controller for the Orderer's personal data as well as the personal data of persons acting on its behalf as provided by the Orderer (contact persons). All communication related to personal data protection shall be sent to the following e-mail address: office@pm-advise.com
6. The Orderer's Personal Data shall be processed for the purpose of concluding and executing the transport order (transport contract) pursuant to article 6(1)(b) of the GDPR.
3. Personal data of persons acting on behalf of the Contractor shall be processed in order to perform the agreement (transport order) pursuant to Article 6(1)(f) of the GDPR, i.e. the legally justified interest of the Data Controller.

4. Personal data of the Orderer and persons acting on its behalf shall also be processed for the purposes of:
 - a) asserting the Orderer's claims or defending Orderer's rights on account of its business activity and undertaking marketing activities of his own products and services (pursuant to Article 6(1)(f) of the GDPR),
 - b) retention of documentation related to the settlements made (pursuant to Article 6(1)(c) of the GDPR in conjunction with Article 74(2) of the Accounting Act of 29 September 1994).
5. The Orderer and persons acting on its behalf have the right to access the content of their data and the right to rectify it, demand its removal, limit the processing, the right to transfer the data and the right to object to the processing of personal data.
6. In the event that it is found that the processing of personal data violates the provisions of the GDPR, the Orderer and persons acting on its behalf have the right to lodge a complaint with the supervisory authority (Personal Data Protection Office).
7. The personal data of the Orderer and the persons acting on its behalf may be provided to the Carrier's subcontractors (entities cooperating on the basis of entrustment contracts in the scope necessary for the implementation of the goals indicated above), its business partners (entities supporting Carrier's service and its clients) and the entities providing ongoing advisory services.
8. The personal data of the Orderer and the persons acting on its behalf shall be processed by the Carrier for the time required for the implementation of the transport order (carriage contract) and for the time allowing to pursue the claims arising in relation to concluding the contract. In addition, the data may be stored for archiving purposes for the period of 5 years after the event giving rise to the necessity to stop the processing.
9. Providing the personal data by the Orderer and the persons acting on its behalf is voluntary, but necessary for the conclusion and execution of the transport order (carriage contract).
10. The Orderer shall be obliged to provide the contents of items 1-9 of the Terms and Conditions to each person acting on its behalf, whose data were provided to the Carrier for the purpose of concluding or executing a transport order (carriage contract).
11. The Orderer shall be obliged to provide the information referred to in item 10 immediately after providing the Carrier with the personal data of person acting on behalf of the Orderer, however not later than within 3 days after the date of providing the data.
12. The Orderer shall be obliged to confirm the execution of the obligation arising from item 11 per the Carrier's request. The confirmation shall be made by providing the Carrier with a document including a declaration of reading the contents indicated in item 10 issued by each person acting on behalf of the Contractor, whose personal data were provided to the Carrier by the Orderer.

VIII. Items Prohibited from Carriage

1. The Carrier shall not accept the carriage of any goods prohibited by regulations of the countries through which the Payload shall be carried, or which may violate relevant export, import and other regulations, or threaten the safety of employees and co-workers, or which soil, stain or otherwise destroy other Payload, or in the event that their transport is not economically justified. The following items shall be prohibited from carriage:
 - a) organs and remains of humans, animals or corpses;
 - b) goods of particular value, e.g. works of art, antiques, objects of significant scientific, cultural, artistic and philatelic value, numismatic collections, high value postage stamps, objects of collector's value;
 - c) metals and precious stones;
 - d) explosives, gases, flammable liquids. Flammable solids, oxidizing materials, toxic materials, radioactive materials, corrosive materials, other objects and hazardous materials;
 - e) radioactive, toxic goods/materials;
 - f) firearms and ammunition;
 - g) live animals and plants, seeds;
 - h) furs, ivory and ivory products, psychotropic drugs, medicines, narcotics;

- i) cigarettes, tobacco, alcohol and other excise goods;
 - j) securities, certificates, currencies;
 - k) food/fresh food, perishable or temperature-controlled food;
 - l) energy drinks;
 - m) of bodily fluids;
 - n) perishable items;
 - o) pornographic materials;
 - p) objects or materials that soil, stain or otherwise destroy other payloads;
 - q) items which may pose a danger to persons or property.
2. By placing a transport order (contract of carriage), the Orderer declares that it has read and accepts these Terms and Conditions. When placing a transport order (carriage contract) with the Carrier, the Orderer also declares that it does not order the carriage of payload containing products indicated in item 1.
 3. In the event of discovering any goods indicated in item 1 in the payload carried per the Orderer's request, the Orderer shall be liable for any damage suffered by the Carrier in connection with the carriage of prohibited items. In such event, the Orderer shall be also held liable for the Carrier's lost profits.

IX. Final Provisions

1. In the event that the Carrier suffers damages in excess of the amount of contractual penalties provided for in these General Terms and Conditions, the Carrier shall have the right to claim damages in excess of the amount of contractual penalties from the Orderer under general rules.
2. In the event that the Orderer fails to perform or improperly performs the transport order in a manner for which no other contractual penalty was provided for in the transport order or these Terms and Conditions, the Orderer shall pay the Carrier a contractual penalty in the amount of 50 (in words: fifty) % of the remuneration agreed upon for the performance of the transport order (carriage contract).
3. The Orderer shall not transfer the claims arising from the transport order against the Carrier to any third parties, without the Carrier's express written consent.
4. In matters not regulated by the Terms and Conditions the appropriate provisions of the Civil Code shall apply, in particular the Polish law.
5. The General Terms and Conditions are generally available at the Carrier's registered office and their contents are published on the Carrier's website at the following address: www.pm-advise.com
6. All disputes arising from these General Terms and Conditions shall be settled by a Polish common court of law with territorial jurisdiction over the Carrier's registered office (address).
7. These Terms and Conditions shall enter into force on 01/05/2020.