

## GENERAL TERMS AND CONDITIONS OF A ROAD TRANSPORT ORDER



These General terms and conditions of cooperation in the performance of a transport order (transport agreement) (hereinafter referred to as "GTCs") shall apply to all transport agreements (hereinafter referred to as "Transport Orders") concluded by JIT LOGISTIK sp. z o. o. sp. k. with its registered office in Ostrów Wielkopolski (hereinafter referred to as the "Principal"), on the basis of which the carrier (hereinafter referred to as the "Contractor") undertakes to transport goods in the territory of the Republic of Poland or abroad.

### I. Contractor's representations

1. The Contractor represents that each entity and each person entering into or performing a Transport Order on its behalf holds the authorization to enter into or perform the Transport Order, as well as the appropriate qualifications, allowing it to perform services of transport of goods by road in a professional manner, taking into account the applicable laws. In particular, the Contractor represents that the following is true of each of its subordinate drivers:
  - a) the driver has a driver's license of the appropriate category, has completed the relevant courses and training, and holds other authorizations and documents required by law to transport cargo entrusted for transportation by the Principal and its contractors,
  - b) there are no health and psychological contraindications to the profession of driver,
  - c) the driver has not been banned from performing a job of a driver, has not been convicted by a legally binding court judgement for an intentional crime against security of communication, property, credibility of documents or the environment.
2. The Contractor represents that it has all the necessary permits and licenses to operate in the country and abroad, in particular, a Community license to carry out international transport of goods by road or a permit to practice the profession of road transport operator. The Contractor undertakes to perform services in accordance with regulations on drivers' working hours and to observe applicable traffic restrictions. If, as a result of an inspection by the relevant authorities, a fine or penalty is imposed on the Principal on this account, the Contractor shall be obliged to cover them, and if this is not possible, to pay compensation to the Principal in the amount of such fines or penalties.
3. The Contractor represents that it is aware of foreign regulations providing for the payment of remuneration to drivers for working time on the territory of a given EU member state in accordance with the legislation of that state, applicable to the Contractor in the event of posting a driver to work in a given country, and it shall comply with such regulations. In the event that the Contractor violates the indicated regulations and claims are made against the Principal by third parties as a result (including the imposition of penalties), the Contractor agrees to indemnify the Principal from any liability and accept these claims on itself (cover these costs), and if this is not possible for any reason, the Contractor agrees to pay to the Principal compensation in the amount of the liabilities that the Principal will be charged with, together with the costs of the proceedings, including the costs of legal assistance incurred by the Principal. Compensation shall be payable within 14 days from the date of receipt by the Contractor of a request for payment of compensation from the Principal, together with documentation which proves that the Principal is charged with the costs by third parties (including penalties). Penalties or charges may be deducted by the Principal from the remuneration due to the Contractor.

4. Upon any request of the Principal, the Contractor agrees to electronically transmit to the Principal, at the e-mail address indicated by the Principal, the documents specified below, as well as any changes and updates thereto, within 7 days of receipt of the request from the Principal or the occurrence of a change:
  - a) certificate of conclusion of road carrier liability insurance that meets the requirements indicated in Section X, together with proof of payment of insurance premiums;
  - b) confirmation of cabotage insurance in Germany, along with proof of payment of the insurance premium;
  - c) confirmation of cabotage insurance for other EU countries, along with proof of payment of the insurance premium;
  - d) a copy of the license to conduct domestic road transport;
  - e) a copy of the license to conduct international commercial transport of goods by road;
  - f) a copy of the permits held for the transport of hazardous goods;
  - g) data and documents relating to the vehicles and semi-trailers that will be used by the Contractor in the performance of this Agreement, in particular, a copy of the vehicle registration book and confirmation of the civil liability insurance agreement;
  - h) a certificate of no arrears in payment of social security contributions and taxes;
  - i) a document confirming the assignment of a VAT-EU tax number;
  - j) registration documents for the business activity carried out, including an extract from the relevant register of entrepreneurs.

## II. Conclusion and cancellation of Transport Orders

1. The Contractor undertakes to perform the transport services indicated each time by the Principal in the Transport Order which will specify the date and place of collection and delivery of goods, the specification of goods, remuneration for the performance of the Transport Order, as well as other terms and conditions of cooperation not specified in the GTC. The Transport Order can only be accepted without the Contractor's reservations. Any changes made by the Contractor shall require the explicit consent of the Principal expressed in documentary form under pain of nullity.
2. The Transport Order shall be communicated to the Contractor by sending an e-mail or a text message, as well as through platforms and applications, if used during the cooperation.
3. When submitting the Transport Order to the Contractor, the Principal shall provide the Contractor with all the necessary information at the Principal's disposal in order to enable the optimum performance of transport for the Principal.
4. Refusal to accept the Transport Order, sent in the manner indicated in section 2 above, may be submitted by the Contractor only in documentary form (e.g., e-mail, text message, message in the application) within 30 minutes of receipt of the Transport Order, otherwise the Transport Order is considered to have been accepted for performance.
5. The Principal reserves the right to cancel a Transport Order (cancellation of the order) up to 30 minutes before the loading time specified in the Transport Order at the latest, by informing the Contractor of the withdrawal by text message, e-mail or via the application used. In this case, the Contractor shall not be entitled to compensation.
6. If the Principal cancels a Transport Order, without the Contractor's consent, less than half an hour before the loading time, the Principal shall pay the Contractor a contractual penalty of EUR 50, within 14 days of the scheduled loading date.

7. The Contractor shall be entitled to a readiness penalty of EUR 50 for driving up the truck in the absence of goods at the place of loading within 14 days of the scheduled loading date. The Contractor shall issue a debit note based on a document confirmed by the shipper (at least with the shipper's stamp) stating that the goods covered by this order are missing.

### III. Rules of the transport performance

1. The Contractor undertakes to provide all information regarding the performance of Transport Orders to subordinates who perform duties on its behalf, and to supervise the performance thereof. The Contractor shall be fully responsible for the acts and omissions of persons acting on its behalf in the performance of Transport Orders.
2. The Contractor shall inform the Principal of obstacles to the performance of the service as soon as it becomes aware of them.
3. The Contractor shall participate in the loading and unloading of goods actively, i.e., the Contractor shall supervise the proper distribution of goods during loading, inspect the condition of loaded cargo units, their quantity and compliance with the shipping documents and the Transport Order. The Contractor shall be obliged to note any comments in the CMR waybill (e.g., inconsistencies as to the quantity and quality of the goods, method of packaging, seals, as well as to make notes of the inability to participate in the loading and unloading and counting of the goods or to inspect the goods – e.g., prohibition of access to the warehouse or to the premises of the plant) and to immediately inform the Principal of any comments. The Contractor is required to supervise the loaded vehicle at all times.
4. The Contractor shall comply with the instructions of the Principal, in particular, regarding the route, border crossings, customs clearance locations, loading and unloading, securing of goods, as well as instructions provided by the Principal's counterparties.
5. If the Principal has entrusted the Contractor with the duty of completing the waybill on its behalf, the Contractor shall complete the waybill in accordance with the provisions of the Transport Law or the CMR Convention, and if it has received the waybill from the Principal or the shipper, it shall be obliged to verify that the waybill has been properly completed. The Contractor shall be liable for incorrect issuance of the waybill.
6. The Contractor shall be obliged to keep the Principal informed of any deviations from the standard during the performance of the Transport Order, taking into account any type of failures, delays, traffic obstructions and any other factors that may affect the rhythm of work and driving, affecting even indirectly the execution of the Transport Order and the delivery time of the transported goods, as soon as possible. In such situations, the Contractor shall be obliged to contact the Principal based on the contact details placed on the transport order.
7. All persons acting on behalf of the Contractor shall behave politely and correctly under all circumstances, in accordance with the general rules of social intercourse, and shall not, under any circumstances, in carrying out the Transport Order, engage in discussions with those involved in the process of the goods transport. In case of doubts about the performance of the Transport Order, the Contractor shall seek appropriate instructions from the Principal.
8. Upon delivery of the goods to the recipient, the Contractor shall ask the recipient to sign the waybill and affix the company stamp, and if this is not possible, the contractor shall ensure that confirmation of the goods receipt is provided by other means. In addition, the waybill should include the delivery date.

9. In the event that a specific route implies the need to undertake special measures in the course of planning the execution of a Transport Order, then the Contractor shall be solely responsible for providing such measures.
10. In the event of a vehicle failure during the execution of the Transport Order, which prevents further driving, the Contractor undertakes to inform the Principal of this fact and to provide its own substitute vehicle that meets the requirements for transporting the transferred cargo, immediately, in time to allow timely execution of the Transport Order, and undertakes to unload and load the transported cargo at its own expense. If the Contractor is not able to provide its own substitute vehicle, then the Principal shall have the service performed by another carrier, at the expense of the Contractor.
11. In the event that no substitute means of transport is provided, the Contractor shall bear the cost of transport of all participants in the carriage on the route described in the Transport Order, which shall be incurred by the Principal, together with any overnight expenses.
12. The Contractor also undertakes to comply with any other rules for the performance of transport, applicable to the Principal's company or its counterparties, which the Principal shall expressly inform the Contractor about.
13. The Contractor is obliged to provide the Principal with the driver's direct telephone number before the start of the service, and to ensure constant contact with the driver, i.e. to oblige the driver to answer phone calls and reply to text messages, and to provide him / her with the necessary tools for this purpose. If the driver is not contacted for 3 (three) hours after the first attempt to make contact, the Contractor shall be liable to pay a contractual penalty of EUR 100.
14. The Contractor's vehicle shall be clean, in good working order, and free of any odour. The Contractor shall equip the vehicle with the equipment necessary to properly secure the cargo specified in the Transport Order, in particular, lashing straps, corners and anti-slip mats.
15. The Contractor is responsible for properly securing the cargo in the vehicle.
16. The Contractor shall, prior to the commencement of the service, confirm the conformity of the data entered in the waybill (CMR) with the data in the order, in particular with regard to the place and time of loading, the place and time of unloading, the type of cargo and the weight of cargo. In addition, the Contractor is required to enter its data in box No. 16 of the waybill (CMR) and ensure that the document contains the stamps and signatures of the shipper and recipient of the goods. The Contractor shall ensure that the person receiving the goods shall legibly write his/her position (function), name and surname, and affix the company stamp in box No. 24 of the waybill (CMR) as well as in the delivery note and the Lieferschein document, and in the absence of a stamp, write the type and number of his/her identity document.
17. The Principal, when performing transport of goods that require temperature control, shall be obliged to use a vehicle that allows for temperature measurement and making a printout of the measurement. The temperature measurement printout documenting the entire period of service performance shall constitute the Transport Document referred to in Chapter XIII, section 2 of the GTC.
18. The Contractor shall be obliged to keep the Principal informed of the course of transport and the location of the vehicle used for transport. Information about the location of the vehicle can be provided by the Contractor by providing the Principal with tools that allow monitoring of the vehicle, at the time of completion of loading of the goods at the latest. In the case of consent for monitoring of the vehicle, the Contractor shall be obliged to provide a GPS signal or integrate its telematics system with the monitoring tool used by the Principal. If the Contractor does not provide current vehicle monitoring, the Contractor shall be obliged to send reports from its GPS sys

- tem or other data to locate the vehicle with the cargo. In the event of a breach of this obligation, the Contractor shall be liable to pay a contractual penalty of EUR 150.
19. In the event of any unplanned circumstances, impediment or impossibility of execution of the order, the Contractor shall be obliged to immediately inform the Principal and obtain its instructions.
  20. The Contractor shall post scans/photos of the Transport Documents at the link sent to the Contractor together with the Transport Order, within 24 hours after the goods are unloaded, or if the link is not received or does not work, send them by e-mail to the Contractor's address. In the event of a breach of this obligation, the Contractor shall be liable to pay a contractual penalty of 15% of the freight amount, however not less than EUR 30.
  21. The Customer shall have the right to change the loading/unloading locations during the performance of the Transport Order. In that case, the freight amount will change proportionally to the original rate/mileage.
  22. The Contractor shall inform the Principal about the loading and unloading of goods immediately after the completion thereof. In case of the lack of information on the part of the Contractor, the Contractor shall be obliged to pay a contractual penalty of EUR 25 within 14 days from the scheduled date of unloading the goods, as specified in the Transport Order.
  23. The Contractor acknowledges that in case the goods are under customs supervision during transport not subject to the CMR Convention, the Contractor is obliged to check the compliance of the goods with the shipping documentation, including customs documentation. Failure to comply with customs supervision obligations results in penal liability as indicated in Articles 86, 87, 88, 90 of the Fiscal and Penal Code.

#### **IV. Failure to pick up the cargo**

If the Contractor fails to pick up the cargo on the specified date and time of loading, the Contractor shall be liable to pay a contractual penalty of 100% of the freight price. In that case, the Principal shall have the right to entrust the execution of the Transport Order to another carrier.

#### **V. Failure to adapt vehicle to the cargo needs**

The Principal shall not be liable for any damage incurred by the Contractor in connection with picking up of the cargo with the specifications, weight and dimensions specified in the Transport Order or CMR waybill issued to the Contractor at the place of loading, as well as for the provision of a vehicle onto which the cargo specified in the Transport Order cannot be loaded or which cannot transport the cargo specified in the Transport Order.

#### **VI. Ban on subcontracting**

The Contractor shall not have the right to subcontract the execution of the Transport Order to third parties without the express consent of the Principal, sent by e-mail or through the application used in the cooperation, otherwise being null and void. In the event of a breach of this obligation, the Contractor shall be obliged to pay a contractual penalty of 200% of the freight amount. At the same time, the violation of this obligation constitutes gross negligence on the part of the Contractor, and the Principal, in the event of suffering damage in excess of the amount of the contractual penalty, shall have the right to claim payment of compensation in excess of the amount

of the contractual penalty under the general rules applicable in the event of gross negligence on the part of the carrier and under the rules provided in such a case.

#### **VII. Ban on transshipment and adding load**

1. The Contractor shall not have the right to unload, load or reload cargo in transit, without the express consent of the Principal, sent by e-mail or through the application used in the cooperation. In the event of a breach of this obligation, the Contractor shall be liable to pay a contractual penalty of 100% of the freight amount.
2. During the performance of transport under the Transport Order, the Contractor shall not have the right to have in the vehicle or additionally load another cargo, without the express consent of the Principal, sent by e-mail or through the transport exchange. In the event of a breach of this obligation, the Contractor shall be liable to pay a contractual penalty of 100% of the freight amount.

#### **VIII. Parking**

1. The Contractor shall be obliged to park for 24 hours after the scheduled time of loading or unloading the goods, if circumstances so require and such instructions have been given by the Principal. The aforementioned parking time is covered by the remuneration specified in the Transport Order.  
If the Contractor leaves the loading or unloading location before the expiration of the stipulated parking time (24 hours), the Contractor shall pay a contractual penalty of 100% of the freight amount.
2. If, in connection with the order carried out, the Contractor is obliged to perform the parking service for more than 24 hours and document the longer parking time with a written statement from the shipper or recipient of the goods (stamped parking card), the Principal shall be obliged to pay to the Contractor a contractual penalty for each consecutive started day of parking, which totals, in the case of:
  - a) a mini bus (up to 3.5 t GVW): EUR 200
  - b) of a truck 7.5 t; 12 t GVW: EUR 300
  - c) a truck 40 t GVW: EUR 400Parking on Saturdays, Sundays and public holidays in the country in which the Contractor makes a stop, as well as at the border and in connection with waiting at customs is not payable.

#### **IX. Pallet replacement**

1. If the Transport Order contains information on the necessity to replace packaging, e.g. pallets, the Contractor shall be obliged to fulfil it (i.e. return to the shipper the same packaging that was used to transport the goods) in accordance with the terms and conditions indicated in the Transport Order, and if the Transport Order does not contain provisions in this regard within 7 days calculated from the date of unloading the goods. The remuneration for pallet replacement is included in the remuneration set for the performance of the transport service and represents 3% of the freight amount.
2. In case of failure to replace or delay in replacing packages, such as pallets, the Contractor shall be obliged to pay to the Principal a contractual penalty in the amount of:

- a) EUR 18 per one Europallet or Düsseldorfer type pallet;
- b) EUR 200 for one H1-type pallet or mesh container (Gitterbox).
3. The Contractor shall obtain confirmation at the place of loading and unloading that packages, e.g., pallets, have been released in exchange. The endorsement of the shipper and unloader on the CMR shipping document or the document of exchange of packages, such as pallets is the confirmation.
4. If the Contractor is required to replace packages, the Contractor must obtain confirmation of replacement from the loading or unloading location. If the Contractor does not need to replace the packages, the Contractor must obtain confirmation on the CMR shipping document or package replacement document from the place of unloading that the packages have not been replaced.

#### **X. Contractor's insurance**

The Contractor shall carry a valid road carrier's liability insurance policy with an unconsumed sum insured of not less than EUR 300,000 (three hundred thousand Euro) when performing international transport services and not less than EUR 600.000 (six hundred thousand Euro) when performing cabotage transport on the territory of EU countries (e.g., Germany), for the entire term of this Agreement (hereinafter referred to as the "OCPD policy") and submit it to the Principal within 1 (one) day from the date of receipt of a request from the Principal in any form. The Contractor declares that it has paid the premium for the concluded OCPD policy prior to the performance of the Transport Order, and the OCPD policy covers the carrier's liability for damage caused as a result of assault or robbery, transport of hazardous goods, high-risk goods of theft (e.g. computer and electronic equipment, cosmetics, medicines, etc.). In the event of a statement of untruth within this provision, the Contractor shall be fully liable for damages (as for gross negligence) to the Principal for failure to comply with this provision. The Contractor shall take all steps to enable the Principal to verify whether the OCPD insurance policy is valid and what insurance terms and conditions it contains, including the Contractor shall authorize the Principal to obtain information from the insurer in this regard.

#### **XI. Vehicles and drivers**

1. The Contractor represents that it shall place at the Principal's disposal vehicles that meet the requirements of the Transport Order, at the time and place indicated therein.
2. The Contractor undertakes that the vehicles placed at the Principal's disposal shall at all times be adequately prepared to provide services for the Principal, i.e.:
  - a) meet the minimum EURO5 emission standard;
  - b) are in good working order and have valid technical inspections;
  - c) contain equipment appropriate to the transports performed in accordance with the law, in particular: protective footwear (with steel toe cap), helmet, reflective vest, safety glasses, 20 500 DAN certified belts with long buckles, belts with label, 40 protectors of corners/edges, anti-slip mats in the quantity that protects the cargo along the entire length and width of the semi-trailer, two cross strut bars, snow chains, customs secure fastening rope, a charged cell phone with Internet access and a camera, equipment necessary in connection with infectious diseases and epidemics, as well as in other situations, in accordance with the regulations commonly in force in the countries where the transport is carried out. If the shipper of the goods requires additional security measures that are not mentioned in this provision, the Contractor shall notify the

Principal. If the Customer is unwilling to cover the cost of purchasing additional security measures, the Contractor is obliged to purchase additional security measures at its own expense for the transport service and it shall be its property.

3. The Contractor undertakes to ensure that the transports ordered by the Principal shall be carried out only by drivers who meet the requirements set by law for the performance of transport services in accordance with the Transport Order (in particular, they will hold the appropriate licenses, their health condition will be appropriate, etc.). The Contractor shall promptly present, at any request of the Principal, confirmations of registration of the driver's secondment to work abroad and documentation confirming the settlement and payment of the foreign minimum wage to the driver.
4. The Contractor shall submit to the Principal, upon express request, a list of the drivers who performed the Transport Order on behalf of the Contractor, together with confirmation of their licenses, including a license to drive vehicles, or a list of vehicles with the relevant documents for these vehicles.

## **XII. Obligations, rights and liability of the Principal**

1. The Principal shall provide the Contractor with all information and documents necessary for the proper execution of the Transport Order.
2. The Principal shall pay the Contractor the remuneration specified in the Transport Order in a timely manner and reimburse the Contractor for the costs incurred by the Contractor for its performance, accepted in advance by the Principal.
3. The Principal shall not be liable for any costs incurred by the Contractor in the execution of a given Transport Order, if such costs have not been previously agreed upon and accepted by the Principal. In particular, the obligations incurred by the Contractor for the purpose of executing the Transport Order shall not be deemed to have been incurred on behalf of and for the Principal. The Principal shall also not be obliged to pay any penalties or fees imposed on the Contractor in connection with the performance of the Transport Order, if they were not due to the fault of the Principal.

## **XIII. The Contractor's Remuneration**

1. In consideration of the proper performance of the Transport Order, the Principal undertakes to pay to the Contractor the remuneration specified in the Transport Order, together with VAT at the applicable rate, as specified by law. The invoice should be issued in EUR currency with conversion to PLN for VAT calculation purposes, according to the average exchange rate of the National Bank of Poland on the day preceding the delivery of the goods. The remuneration shall be payable in EUR.
2. Unless otherwise agreed in the Transport Order, the remuneration for the performance of the Transport Order shall be payable within 60 days calculated from the date of receipt by the Principal of a properly issued VAT invoice together with the transport documentation provided to the Contractor, including the waybill (CMR), delivery note, Lieferschein, Palletenschein and other documents required by the Principal (hereinafter referred to as: Shipping Documents). The delivery of all Shipping Documents in original to the Principal within 14 days from the date of delivery of the goods is the condition for timely payment. If the Contractor fails to deliver the Shipping Documents within 14 days from the date of transport, the Contractor shall be liable to pay the contrac



tual penalty of EUR 50 for each commenced week of delay, but not more than 100% of the freight amount.

3. It is possible to reduce the payment date of the Contractor's VAT invoice to 7 days from the date of receipt by the Principal of the VAT invoice and the documents indicated in section 2 above, if the Contractor agrees to reduce its remuneration resulting from the Transport Order by 4% (four percent). In this case, the Contractor shall reduce the amount of net remuneration on the invoice by 4% and include the note "DISCOUNT" [Polish: SKONTO] on the VAT invoice. In the absence of such information on the invoice, the Principal shall not be liable for non-payment within 7 days.
4. The date of payment is considered to be the date of debiting the Principal's account in each case.
5. The Contractor authorizes the Principal to set off mutual claims, including undue ones, related to the execution of the Transport Order, based on setoff with other claims. The Contractor authorizes the Principal to effect setoff on a continuous basis, from amounts due to the Contractor, any claims or expenses incurred by the Principal – both claims of the Principal and any claims or expenses received from the Principal's customers or public authorities, regardless of the basis, size and/or substantive or formal justification of the claim at the time of the setoff.
6. The invoice issued by the Contractor should include the number of the Transport Order on the basis of which it was issued and the number of the foreign currency account to which the transfer should be made. The account number will be assigned to a given counterparty. In the event of a change of the account number, the Contractor shall inform the Principal by sending an e-mail to [invoice@jitlogistik.com](mailto:invoice@jitlogistik.com) or a letter by regular mail. The Principal shall not be liable for irregularities in payments resulting from failure to inform the Principal of the change of the bank account number.

#### **XIV. Non-disclosure clause and non-competition clause**

1. The Contractor agrees not to use for purposes other than the performance of the Transport Order, nor disclose to third parties information about the terms of cooperation with the Principal and the Transport Orders, the Principal's customers and their counterparties (entities participating in the transport process), loads and rates of remuneration for transport, places of loading or unloading of goods ordered for transport to the Contractor, dates and schedules as well as procedures used by the Principal or its counterparties (entities participating in the transport process) within the framework of the Principal's business. In the event that such data are used or disclosed to third parties, the Principal shall be entitled to a contractual penalty of EUR 50,000 (in words: fifty thousand) per each case of violation. The prohibition on disclosure of confidential information specified in this section applies throughout the period of cooperation and for 2 (two) years after its completion date.
2. The prohibition on disclosure of information indicated in section 1 does not apply only when disclosure of information is necessary for customs, tax and other authorized services and authorities, and in the course of liquidation of an insurance damage in transport.

#### **XV. Personal data protection**

1. The provisions of chapter XV contain information specified in Article 13, sections 1 – 2 and Article 14, sections 1 – 2 of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (hereinafter referred to as: "GDPR").

2. The Principal is the controller of the Contractor's personal data and the personal data of persons acting on behalf of the Contractor (contact persons, drivers) provided by the Contractor. As regards data protection matters, correspondence should be addressed to the Principal's e-mail address: [gdp@jitlogistik.com](mailto:gdp@jitlogistik.com)
3. The Contractor's personal data will be processed for the purpose of conclusion and performance of the Agreement based on Article 6, section 1, letter b) of the GDPR.
4. The personal data of persons acting on behalf of the Contractor shall be processed for the purpose of performance of the agreement (transport order) pursuant to Article 6, section 1, letter f) of the GDPR, i.e. the legitimate interest of the personal data controller.
5. Personal data of the Contractor and persons acting on its behalf shall also be processed for the purpose of:
  - a) asserting claims or defending the rights of the Principal on account of its business activities, and undertaking marketing actions relating to its own products and services (under Article 6, section 1, letter f) of the GDPR),
  - b) keeping records related to the settlements made (under Article 6, section 1, letter c) of the GDPR in conjunction with Article 74, section 2 of the Act of 29 September 1994 on Accounting).
6. The Contractor and persons acting on its behalf have the right of access to the content of their data and the right to rectify, request deletion, limitation of processing, the right to data portability, and the right to object to the processing of personal data.
7. If it is found that the processing of personal data violates the provisions of the GDPR, the Contractor and persons acting on its behalf shall have the right to lodge a complaint with the supervisory authority (Office for Personal Data Protection).
8. Personal data of the Contractor and persons acting on its behalf may be rendered available to the Principal's subcontractors (entities cooperating under entrustment agreements to the extent necessary for the aforementioned purposes), its business partners (entities supporting Principal's services and its customers) and entities providing ongoing consulting services.
9. The personal data of the Contractor and persons acting on its behalf shall be processed by the Principal for the time necessary for the performance of the Agreement and for the time during which it is possible to assert claims in connection with the conclusion thereof. In addition, the data may be kept for archival purposes for a period of 10 years from the date of the event necessitating the termination of processing.
10. Provision of personal data by the Contractor is voluntary, but necessary for the conclusion and performance of the Agreement.
11. The Contractor is obliged to render available the contents of Chapter XV, sections 1 – 10 of the GTC to any person acting on its behalf, whose data it has made available to the Principal for the purpose of conclusion or performance of the Agreement.
12. The Contractor is obliged to render available the information referred to in section 11, as soon as the personal data of the person acting on behalf of the Contractor is made available to the Principal, but no later than within 3 days from the date of making it available.
13. The Contractor shall be obliged to confirm the fulfilment of the obligation under section 12 at the Principal's request. Confirmation shall be made by making available to the Principal in documentary form, a statement confirming that each person acting on behalf of the Contractor, whose personal data the Contractor has made available to the Contractor, has read the contents of Chapter XV, sections 1 – 10 of the GTC.

## XVI. Entrustment of personal data processing

1. The Principal entrusts the Contractor with the processing of ordinary personal data of customers, shippers and recipients of goods, within the following scope: name, address, telephone number, name and surname, position, Tax ID [EU VAT], National Business Registry Number [REGON], numbers of transport documents or other documents related to the performed transport service, and the Contractor undertakes to comply with generally applicable regulations in the field of personal data protection, in particular the GDPR, when processing them, and:
  - a) to process personal data only at the documented request of the Principal, in a manner resulting from the Agreement or instructions issued by the Principal;
  - b) to secure the entrusted personal data by applying appropriate technical and organizational measures that ensure an adequate degree of security corresponding to the risks involved in the processing of personal data, as referred to in Article 28 and Articles 32 – 36 of the GDPR;
  - c) to ensure that access to entrusted personal data is granted only to persons authorized to process such data who have undertaken to keep personal data confidential or who are subject to the relevant statutory obligation to keep personal data confidential;
  - d) to make available to the Principal all information necessary to demonstrate compliance with its obligations under the GDPR and allow the Principal to inspect the Contractor's compliance with the principles of processing the entrusted personal data, in terms of documents, equipment and premises related to the processing of the personal data entrusted. The Principal shall inform the Contractor of the intention to carry out the inspection via e-mail, ten days before the scheduled inspection date. The Principal may conduct the inspection by delegating no more than two of its representatives for this purpose. The Contractor undertakes to comply with the inspection follow-up recommendations aimed at rectifying the deficiencies and improving the security of personal data processing;
  - e) to inform the Principal of any intention to transfer the entrusted personal data outside the European Economic Area, in order to allow the Principal to take decisions (express consent) and actions necessary to ensure the legality of the processing or to terminate the entrustment of processing. In the event that the prior written consent of the Principal is obtained, the Contractor shall ensure that the transfer of personal data outside the European Economic Area is carried out in a manner that complies with the relevant, applicable as of the time of transfer, regulations on the processing of personal data;
  - f) to promptly assist the Principal, through appropriate technical and organizational measures, in fulfilling its obligation to respond to the data subject's requests for the exercise of his or her rights set forth in Chapter III of the GDPR;
  - g) to promptly notify the Principal of:
    - i. any legally authorized request to provide access to personal data to a competent state authority, unless the prohibition of notification results from the provisions of the law, and in particular the provisions of criminal proceedings, when the prohibition is aimed at ensuring the confidentiality of the initiated investigation;
    - ii. any unauthorized access to personal data or other breach of security of the entrusted personal data protection;
    - iii. any request received from the person whose data it processes, while refraining from responding to the request;
    - iv. immediately after the Contractor ceases to process personal data on behalf of the Principal, unless otherwise instructed by the Principal, to return to the Principal or delete any personal

data entrusted to the Contractor, regardless of the medium or format in which they are stored;

- i) immediately inform the Principal if, in the Contractor's opinion, the order issued to it constitutes a violation of the GDPR or other Union or Member State regulations governing the protection and processing of personal data.
2. The Principal agrees that the Contractor may use the services of another processor without the prior specific consent of the Principal (general consent).
3. The Contractor shall be obliged to impose on the sub-processor the obligation of compliance with the data protection conditions at least at the level specified in the GTC. At the same time, if a sub-processor fails to fulfil its data protection obligations, the full responsibility towards the Principal for the fulfilment of that sub-processor's obligations shall rest with the Contractor.
4. If for any reason the Contractor cannot comply with:
  - a) the GTC,
  - b) any changes in the law applicable to the Principal,the Contractor undertakes to immediately inform the Principal of this fact. In such a case, the Principal may suspend the transfer of data unless otherwise agreed and/or terminate immediately with the Contractor.
5. The Contractor shall be fully liable to the Principal for the consequences of any violations of applicable data protection laws, including violations by, among others, its employees or subcontractors.
6. The Contractor shall be liable without limitations for property damage or non-property damage that occurs to the Principal or third parties as a result of the Contractor's processing of personal data that is not in compliance with the Agreement or the obligations imposed by the GDPR or other data protection laws.

#### **XVII. Ethics in the contractor's operations, personnel safety and environmental protection**

1. The Contractor undertakes to comply with the legal provisions on occupational health and safety.
2. The Contractor shall provide its employees with the safety training required by law, provide medical examinations and the necessary equipment.
3. The Contractor undertakes to comply with environmental laws.
4. The Contractor undertakes to abide by ethical principles in the conduct of its activities as set forth in the Suppliers Code of Ethics, available at [www.jitlogistik.com](http://www.jitlogistik.com).

#### **XVI. Governing law and court jurisdiction**

1. To matters not regulated in the GTC, the CMR Convention shall apply in the case of international transport, and to the extent not regulated therein – the Polish law. In the case of domestic transport within the territory of a given country, the laws of that country apply.
2. Any disputes arising out of the performance of the Transport Order shall be settled by a court of material and local jurisdiction according to the Principal's registered office.

#### **XVII. Final provisions**

1. The Principal shall have the right to unilaterally amend the provisions of the GTC. The change of the contact details (including e-mail addresses and website addresses) indicated in the GTC or

obvious clerical errors, does not constitute an amendment to the GTC. Amendments shall become effective as soon as the revised text of the GTC is made available to the Contractor. Contractors who do not agree to the amendments made in the GTC shall have the right to terminate cooperation with the Principal with immediate effect.

2. In the event of non-performance or improper performance of the Transport Order by the Contractor, in a manner for which no other contractual penalty has been provided in General Terms and Conditions, the Contractor shall be obliged to pay to the Principal a contractual penalty of 100% of the freight amount.
3. In the event that the Principal suffers damage in excess of the contractual penalties reserved in the GTC in favour of the Principal, the Principal shall be entitled to claim compensation in excess of the amount of such contractual penalties under the general rules of law.
4. The Contractor shall not have the right, without the prior consent of the Principal, expressed in writing under pain of nullity, to transfer to third parties the rights and obligations arising from the Transport Order, including the transfer of receivables or disposition thereof in any other form.

**Siedziba główna**

ul. Sowińskiego 69  
63-400 Ostrów Wielkopolski (Poland)  
+48 62 590 88 00  
info@jitlogistik.com

**Oddział**

ul. Zwycięska 20A/202  
53-608 Wrocław (Poland)  
+48 71 300 10 30  
wroclaw@jitlogistik.com | airfreight@jitlogistik.com