

GENERAL TERMS AND CONDITIONS OF PROVIDING ROAD TRANSPORT SERVICES



JIT LOGISTIK sp. z o. o. sp. k. with its registered office in Ostrów Wielkopolski (hereinafter referred to as the "Carrier") is the entrepreneur providing road transport services on the basis of these General Terms and Conditions of Providing Road Transport Services (hereinafter referred to as the "General Terms and Conditions").

I. Conclusion of the agreement

1. Carrier's performance of transport services follows the acceptance of an order for the transport of goods by road. The Carrier confirms the acceptance of the order by sending to the Principal a consent to conclude the order electronically: by e-mail, text message or by leaving a message on the messenger of the application/platform used for the purposes of collaboration with the Principal. Transport services are provided on the basis of the transport order, these General Terms and Conditions and generally applicable legal regulations.
2. Any terms and conditions for the execution of a transport order sent to the Carrier after acceptance of the order in accordance with item 1 shall be considered non-binding, unless the Carrier agrees to them in a document form.
3. The Principal, either by concluding an order or by ordering additional services, agrees to the application of these General Terms and Conditions to the extent not covered by other mutual arrangements.

II. Method of performance of the transport agreement

1. The performance of loading and unloading of goods is the responsibility of the Principal or the shipper or recipient acting on its behalf, respectively. The Carrier may accept the obligation to perform loading or unloading activities after making the necessary arrangements with the Principal in advance, in particular regarding the method of loading or unloading the goods, as well as the amount of remuneration due to the Carrier for the performance of specified activities.
2. The subcontractor or driver who picks up the cargo indicated in the transport order is not authorized to make or accept declarations of intent on behalf of the Carrier, as well as to incur any obligations with respect to changes, exclusions or additions to the content of the transport order, the order for additional services provided by the Carrier or the content of these General Terms and Conditions.
3. The insertion of a declaration of consignment value or a declaration of special interest in the delivery of goods in the waybill or the transport order, shall be considered null and void, if the Carrier does not give its express consent in a separate statement, made in the course of negotiating the terms and conditions of the transport agreement, in document form as defined by the Polish Civil Code, additional remuneration of the Carrier for the insertion of such a clause in the terms and conditions of the transport agreement in a document form is not expressly agreed upon and the clause is not entered in the CMR waybill by persons acting on behalf of the shipper (e.g. by the shipper of the goods).
4. If the value of the goods transported as part of the domestic transport service in Poland exceeds the amount of EUR 300,000 (in words: three hundred thousand Euro), the Principal shall indicate in the waybill and the transport order the declared value of the goods, as defined in Article 80, section 3 of the Transport Law. In the event of loss of a shipment with a declared value the compensation in the amount declared is due, and in the case of loss – in the relevant part, unless the Carrier proves that the declared value exceeds the value determined in the manner specified by generally applicable regulations. With regard to the inclusion of the declared value of the goods in the transport order and the waybill, the provisions of section 3 above shall apply accordingly.

5. In case of modification of the conditions of the transport order by the Principal by changing the place of loading, place of unloading or the size or weight of the goods and the Carrier's consent to carry out the transport order under the modified conditions, when the modification results in an increase in the number of kilometres to be covered by the Carrier in order to carry out the transport order, the Carrier is entitled to compensation (for carrying out additional instructions) in accordance with regulations generally in force, applicable to the transport to be carried out.
6. The Carrier reserves the right to use subcontractors during the performance of transport services, to whom it may entrust the performance of transport at any stage of its execution, in whole or in part.
7. In connection with the conclusion of a transport order, the Principal shall perform or ensure the performance of all obligations that are incumbent on the shipper of the goods under the provisions of the transport order, the General Terms and Conditions and generally applicable laws.
8. Unless the parties have agreed otherwise, the duties of the Principal referred to in item 6 above include, in particular:
 - a) preparation and packaging of the shipment in a manner suitable for carriage by means of road transport and allowing the delivery and release of the cargo, which is the subject of the transport order without loss or damage;
 - b) issuing a waybill for the transport of the specified cargo and filling it out completely and correctly;
 - c) attaching to the waybill all documents necessary for the proper performance of the transport and all documents required by applicable law;
 - d) providing the Carrier with complete, accurate and factually correct information necessary for the transport;
 - e) making an advance notice of loading or unloading and providing the information to the Carrier at least one hour before the scheduled loading or unloading;
 - f) providing, at the request of the Carrier, assistance in contacting the shipper or recipient of the cargo specified in the transport order;
 - g) reimbursement to the Carrier of additional documented costs that it incurred in order to carry out the transport order, or transmission of instructions issued by the Principal;
 - h) promptly communicating objections or comments to the performed service, both its own and the cargo recipient's;
 - i) obliging each shipper of the goods contracted for transport to:
 - i. check before loading the packaging of the goods to be transferred for transport and their weight;
 - ii. perform the loading of the goods to be transferred for transport onto the Carrier's vehicle;
 - iii. arrange the cargo in the Carrier's vehicle in such a way as to enable the safe transport of the goods, in particular to protect them against damage or overloading of the Carrier's vehicle axles;
 - j) obliging each recipient of the goods contracted for transport to:
 - i. provide convenient conditions for setting up the Carrier's vehicle at the place of unloading;
 - ii. provide the equipment necessary to unload the goods;
 - iii. check the transported goods upon unloading for quantity and visible damage.
9. In the event that the Principal fails to issue the documents necessary for the performance of the transport order, or issues documents that are invalid or incorrectly completed, the Principal shall be held fully liable for any damage incurred by the Carrier as a result, as well as for the Carrier's lost profits.
10. The Principal undertakes not to make, bypassing the Carrier, transport offers to the Carrier's driver or subcontractor whose contact details it has received in the performance of the transport order, and not to provide the driver with information regarding remuneration and other terms of the Principal's cooperation with the Carrier. The above prohibition is in effect during the performance of the transport order and for 2 years from the date of its performance. In case of violation of the aforementioned

prohibition, the Principal shall pay to the Carrier a contractual penalty of EUR 2,500 (in words: two thousand five hundred Euro) for each violation.

III. Additional services

1. The Carrier, on the basis of a separate paid order, may provide additional services ordered by the Principal, in particular:
 - a) the preparation of a report on the condition of the shipment;
 - b) parking;
 - c) other additional services on an individually agreed basis.
2. The Principal, as well as the recipient of the goods indicated in the waybill, are entitled, at any stage of the performance of the Transport Agreement, to order the determination of the condition of the cargo transferred for transport, in a form of a report. Preparation of a report on the condition of the shipment shall be carried out by the Carrier or its subcontractor for an additional fee of EUR 200 (in words: two hundred Euro) net.
3. If it is not indicated in the transport order concluded with the Principal or in the arrangements made between the parties that the Carrier undertakes to provide the parking service for a certain period of time free of charge, or for a certain price, the Principal is obliged to pay the Carrier for the parking:
 - a) of a mini bus (up to 3.5 t GVW): EUR 30 for the second and each additional hour, not more than EUR 250 per day;
 - b) of a truck 7.5 t; 12 t GVW: EUR 50 for the second and each additional hour, not more than EUR 400 per day;
 - c) a truck 18 t; 40 t GVW: EUR 60 for the second and each additional hour, not more than EUR 500 per day; including for holidays in the country where the parking is performed, at borders or in connection with customs clearance, if the Carrier agrees to perform the parking service. The same applies for providing the parking service after the free parking time specified in the transport order (if such time is provided). The Carrier may refuse to provide the parking service if it would interfere with the schedule of execution of other orders accepted by the Carrier or the operation of the Carrier's enterprise.

IV. Payment

If no separate document specifies the payment term for the service, it is assumed that the payment term is 14 days.

V. Withdrawal from the Agreement

1. In the case of withdrawal by the Principal from the transport order (transport agreement) concluded with the Carrier, before the Carrier commences its performance, i.e. before the Carrier's vehicle is placed at the place of loading, the Principal is obliged to pay a contractual penalty of 30% (in words: thirty percent) of the remuneration determined for the performance of the transport order (transport agreement).
2. If the Principal withdraws from the transport order (transport agreement) during the performance thereof (after the vehicle has been placed at the place of loading), the Principal is obliged to pay the contractual penalty in the amount of 50% (in words: fifty percent) of the remuneration agreed for the performance of the transport order (transport agreement).
3. The Carrier may withdraw from the transport order if:

- a) after the means of transport has been placed at the place of loading, the Principal or the shipper acting on its behalf refuses to release the cargo that is the subject of the transport order;
 - b) the Principal or the shipper acting on its behalf failed to prepare the cargo that is the subject of the transport order for release or failed to load the cargo on the date (time range) indicated in the transport order and within one hour after the expiry of the scheduled loading time;
 - c) cargo prepared for release significantly deviates from the description contained in the transport order or transport documents, in particular in terms of size, quantity, weight or method of packaging;
 - d) the cargo does not have packaging, in a situation where packaging is required, as well as when the packaging, in the opinion of the Carrier, is inadequate for the case in question or defective;
 - e) the Principal issues instructions to change the route, the length of the route, to add more loading/unloading locations;
 - f) the data in the waybill differ in any part from the arrangements resulting from the transport order (arrangements with the Principal).
4. If the Carrier withdraws from the transport order, for reasons attributable to the Principal and persons acting on behalf of the Principal, including the reasons indicated in item 3, letters a) – f) above, the Principal shall be obliged to pay to the Carrier the contractual penalty in the amount of 80% (in words: eighty percent) of the remuneration agreed for the performance of the transport order (transport agreement).
 5. In the event that the Carrier withdraws from the transport order without the consent of the Principal, for reasons attributable to the Carrier, the Carrier shall be obliged to pay to the Principal the contractual penalty equivalent to 5% (in words: five percent) of the remuneration agreed for the performance of the transport order (transport agreement).

V. Responsibility

Both the Carrier, the Principal, and other persons involved in the performance of the transport of goods shall be liable under and to the extent set forth in the provisions of these General Terms and Conditions and generally applicable laws.

VI. Complaints

1. In case of any objections to the manner and correctness of performance of transport, the authorized person (principal or recipient) may send a written complaint to the Carrier's address. The complaint in terms of content and attachments must meet the requirements specified by the applicable legal regulations.
2. In particular, the following documents should be attached to the complaint:
 - a) transport order;
 - b) waybill;
 - c) damage report – if made;
 - d) a document indicating the value and weight of the goods covered by the transport order (transport agreement);
 - e) a written claim with a calculation of the resulting damage.
3. The Carrier is entitled to request the submission of additional documents if they are needed for the investigation of the complaint. Failure to complete the complaint within the indicated time limit will result in leaving the complaint unprocessed.
4. The Carrier will respond to the complaint within the time limits specified by applicable legal regulations.

5. Neither the Principal nor the recipient may make any setoff of their claims against the Carrier, towards the Carrier's claims for remuneration for services rendered, unless the Carrier agrees to this in writing, otherwise being null and void.
6. Submission of a complaint does not suspend the payment term of remuneration for services rendered, including the service which the complaint relates to.

VII. Data protection

1. The provisions of items 2 – 9 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 Carrier is the controller of the Principal's personal data and the personal data of persons acting on behalf of the Principal (contact persons) provided by the Principal. As regards data protection matters, correspondence should be addressed to the e-mail address: gdpr@jitlogistik.com
3. The Principal's personal data shall be processed for the purpose of concluding and carrying out a transport order (transport 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 Principal 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 Principal 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 Principal 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 Principal and persons acting on its behalf may be rendered available to the Carrier's subcontractors (entities cooperating under entrustment agreements to the extent necessary for the aforementioned purposes), its business partners (entities supporting Carrier's services and its customers) and entities providing ongoing consulting services.
9. The personal data of the Principal and persons acting on its behalf shall be processed by the Carrier for the time necessary for the performance of the transport order (transport 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 5 years from the date of the event necessitating the termination of processing.
10. Provision of personal data by the Principal and persons acting on its behalf is voluntary, but necessary for the conclusion and performance of the transport order (transport agreement).
11. The Principal is obliged to render available the contents of items 1 – 9 to any person acting on its behalf, whose data it has made available to the Carrier for the purpose of conclusion or performance of the transport order (transport agreement).

12. The Principal is obliged to render available the information referred to in item 10, as soon as the personal data of the person acting on behalf of the Principal is made available to the Carrier, but no later than within 3 days from the date of making it available.
13. The Principal is obliged to confirm the fulfilment of the obligation under item 11 at the Carrier's request. The confirmation shall be made by making available to the Carrier, in document form, a statement which proves that every person acting on behalf of the Contractor, whose personal data were transferred by the Principal to the Carrier, has read the contents of item 10.

VIII. Things prohibited in transport

1. The Carrier shall not accept for transport goods that are prohibited by the regulations of the countries through which the Consignments are transported, or that may violate relevant export, import and other regulations or endanger the safety of employees and co-workers, or that soil, stain or otherwise damage other Consignments, or whose transport is not economically justified. It is forbidden to send the following items:
 - a) organs and remains of humans, animals or corpses;
 - b) goods of special value, e.g., works of art, antiques, items of significant scientific, cultural, artistic value, as well as philatelic, numismatic collections, postage stamps of high value, items of collector value;
 - c) precious metals and stones;
 - d) furs, ivory and ivory products, psychotropic drugs, narcotics;
 - e) body fluids;
 - f) pornographic materials;
 - g) objects or materials that soil, stain or otherwise damage other consignments;
 - h) emitting an odour that is difficult to remove;
 - i) live animals;
 - j) courier and postal mail;
 - k) resettlement property;
 - l) dangerous cargoes as defined in Group I and VII of the ADR agreement;
 - m) consignments of value and collectibles, currencies and excise stamps;
 - n) oversized cargo.
2. By submitting a transport order (transport agreement), the Principal declares that he has read and accepts these General Terms and Conditions. By submitting a transport order (transport agreement) to the Carrier, the Principal also declares that he does not order the transport of cargo containing the items indicated in section 1.
3. In the case of detection, in the cargo transported on behalf of the Principal, of the items specified in section 1 above, the Principal shall be liable for any damage incurred by the Carrier in connection with the carriage of cargo with items prohibited in transport. In such a case, the Principal shall also be liable for the Carrier's lost profits.

IX. Final provisions

1. The Carrier declares that it complies with foreign regulations related to the performance of transport on the territory of individual EU countries, including regulations related to the secondment of drivers and payment of remuneration for the performance of work in a given country, which apply to the Carrier. The Carrier undertakes to comply with all obligations imposed on it by foreign regulations, including the possession of appropriate documentation, settlement and payment of the driver's remuneration.

2. If the Carrier suffers damage in excess of the contractual penalties stipulated in these General Terms and Conditions, the Carrier shall have the right to claim compensation from the Principal in excess of the contractual penalties on general principles.
3. In the event of non-performance or improper performance of the transport order by the Principal, in a manner for which no other contractual penalty has been provided in the transport order or these General Terms and Conditions, the Principal shall be obliged to pay to the Carrier a contractual penalty equal to 50% of the remuneration agreed for the performance of the transport order (transport agreement).
4. The Principal shall not have the right to assign to third parties the claims arising from the transport order to which it is entitled against the Carrier without the Carrier's written consent.
5. In matters not covered by these General Terms and Conditions, the generally applicable provisions of law shall apply, in the case of international transport – the provisions of the CMR Convention, and in matters not covered by the CMR Convention and in other cases – the provisions of generally applicable Polish law.
6. The General Terms and Conditions are publicly available at the Carrier's headquarters, and in addition, their contents are published at the website at: www.jitlogistik.com
7. Any disputes arising out of these General Terms and Conditions shall be submitted by the parties to the Polish common court having jurisdiction over the Carrier's registered office (address).
8. The General Terms and Conditions come into effect on 01.01.2023.