



General Terms and Conditions of the Transport Agreement for Contractors of IDEA Logistyka Sp. z o.o. Sp. Komandytowa

1. These General Terms and Conditions of the Transport Agreement (hereinafter referred to as the "GTCTA") shall apply to all transport agreements concluded between IDEA LOGISTYKA Sp. z o.o. Sp. Komandytowa, with its registered office in Katowice (hereinafter referred to as the "Principal"), and the carrier indicated each time in the content of the agreement (hereinafter referred to as the "Transport Order") (hereinafter referred to as the "Contractor"). By entering into an agreement with the Principal, the Contractor agrees to provide services based on the provisions of these GTCTA.
2. The Contractor declares that it complies with the provisions of the German Minimum Wage Act (MiLoG) of 11 August 2014 and authorizes the Principal to verify the truthfulness of this declaration, in particular by requesting appropriate information and documents .
3. The Contractor declares that it complies with the provisions of the French Labour Code introduced by the Macron Law and Decree No. 2016-418 of 7 April 2016 and authorizes the Principal to verify the truthfulness of this declaration, in particular by requesting appropriate information and documents .
4. The Contractor declares that, in addition to the obligations referred to in points 2 and 3 above, it complies with all European regulations regarding minimum wage requirements, in particular the Austrian Act against Wage and Social Dumping (LSD-BG), the Norwegian Working Environment Act concerning the posting of workers (Arbeidsmiljøloven), Italian Decree No. 136/2016, and the Dutch WAGW EU Act, and authorizes the Principal to verify the accuracy of this declaration, particularly by requesting relevant information and documents.
5. The Contractor is required to hold valid vehicle liability insurance and Carrier's Liability Insurance (CMR liability insurance) with full insurance coverage, meaning that there are no exclusions of the insurer's liability for losses caused by theft or robbery, no exclusions related to the type of goods (property) accepted for transport, no territorial exclusions regarding the area where transport operations are performed, and with a guarantee amount corresponding each time to the value of the goods accepted for transport and not lower than the upper limit of the carrier's liability for damage specified in Articles 65-70 and 80-85 of the Polish Transport Law and/or Articles 17, 23 and 25 of the CMR Convention and/or the regulations of the receiving country. By accepting this order, the Contractor confirms that it possesses appropriate insurance coverage .
6. By accepting this order, the Contractor confirms that it has experience in providing transport services similar to those entrusted to it under this agreement .
7. The Contractor shall possess all necessary licences and permits required for carrying out and organizing transport operations, including international transport, if the transport order concerns an international route. Acceptance of the order for execution constitutes confirmation that the Contractor is an authorized carrier
8. Immediately after the conclusion of the agreement, but no later than on the day of its conclusion, the Contractor shall provide the Principal with the following documents:
 - a current certificate of entry in the business activity register or an extract from the National Court Register (KRS);
 - a licence for performing international transport;under penalty of the Principal withdrawing from the agreement due to the Contractor's fault without the necessity of requesting its performance
9. In the case of cabotage transport, the Contractor is obliged to comply with the time limits and other requirements specified in Regulation (EC) No. 1072/2009 concerning the possibility of performing cabotage transport and shall possess appropriate insurance
10. By accepting this order, the Contractor declares that all the above conditions have been fulfilled.
11. In the case of cabotage transport carried out in Germany or France, the Contractor's liability for damage to the shipment or delay in delivery shall be limited to the following amounts (except in cases of wilful misconduct or gross negligence of the Contractor or persons acting on its behalf or at its request):
 - a) In Germany:
 - up to **40 SDR per kilogram** in the event of damage to the shipment;
 - up to **three times the freight charge** in the event of delay in delivery;
 - b) In France:
 - up to **EUR 33 per kilogram** in the event of damage to a shipment weighing less than 3 tonnes;
 - up to **EUR 20 per kilogram** in the event of damage to a shipment weighing at least 3 tonnes;
 - up to the amount of the freight charge in the event of delay in delivery.
12. The Contractor shall provide a vehicle suitable for the transport of the goods specified in the transport order (this applies in particular to oversized transport), clean on the outside and inside the loading compartment, which must be free from any foreign odours. If this obligation is not fulfilled, the Contractor shall provide a replacement vehicle at its own expense



13. In the case of temperature-controlled transport, the Contractor shall be obliged to:
 - possess a valid ATP certificate where required by applicable regulations;
 - use a means of transport equipped with a technically efficient refrigeration unit required under the ATP Agreement and a technically efficient, calibrated thermostat with a temperature recorder (thermograph);
 - before loading and transport begins, ensure that the refrigeration unit is not worn out, has been properly maintained and has a sufficient power supply;
 - achieve and maintain the required transport temperature before loading begins;
 - not switch off the vehicle engine during stops if the operation of the refrigeration unit depends on the operation of the engine;
 - connect the refrigeration unit to an external power source during stops where such operation is required;
 - monitor the temperature throughout the entire transport period;
 - provide, at the Principal's request, a printout documenting the temperature inside the trailer during transport. The thermograph record must be in digital form and include the date, time, transport temperature, and recording frequency not less than every 30 minutes. Such records shall be kept together with tachograph records/discs for at least one year.
14. In the case of the transport of electronics, tobacco products, tyres and automotive parts, pharmaceutical products, food products requiring constant temperature, dangerous goods, motor vehicles, or high-proof alcoholic beverages, the means of transport shall be equipped with a GPS satellite navigation system allowing monitoring by a monitoring station.
15. By accepting this order, the Contractor confirms that it possesses vehicles suitable for the execution of the transport order.
16. Immediately after the conclusion of the agreement, and no later than on the day of its conclusion, the Contractor shall provide the Principal with documents confirming possession of vehicles suitable for carrying out the order and shall provide the vehicle data, including registration numbers, of the vehicle that will perform the transport. Failure to comply shall entitle the Principal to withdraw from the agreement due to the Contractor's fault without the necessity of requesting its performance.
17. By accepting this order, the Contractor confirms that it employs or has at its disposal drivers holding all qualifications necessary for the proper execution of the transport order
18. Immediately after the conclusion of the agreement, and no later than on the day of its conclusion, the Contractor shall provide the Principal with the details of the driver or drivers performing the transport, including their full names and identity card numbers. Failure to comply shall entitle the Principal to withdraw from the agreement due to the Contractor's fault without the necessity of requesting its performance.
19. By accepting this Order, the Contractor confirms that it employs or has at its disposal drivers holding all qualifications and authorizations necessary for the proper performance of this Order .
20. In the event of a delay in presenting the vehicle at the unloading point, the Principal reserves the right to charge a contractual penalty:
 - in the case of international transport – in the amount of the gross freight charge ;
 - in the case of domestic transport – in the amount of twice the gross freight charge ;
 - in the case of domestic transport – in the amount of twice the gross freight chargeUnless otherwise specified in the Transport Order.
21. If the Principal is charged a contractual penalty by its customer, the Contractor shall be obliged to pay such penalty in the amount demanded by the customer within 3 days from the Principal's request, without the Principal being required to prove the amount of damage suffered by the customer.
22. The Contractor is strictly prohibited from carrying out any transshipment or additional loading operations without obtaining the Principal's prior written consent; otherwise, such actions shall be deemed null and void.
23. The Contractor shall be obliged to provide information every 6 hours regarding the approximate location of the cargo .
24. The Principal stipulates that the first 48 hours of waiting time for loading and, separately, the first 48 hours of waiting time for unloading (72 hours in the countries of the Commonwealth of Independent States), as well as any waiting time during Saturdays, Sundays, and public holidays in connection with loading or unloading operations, shall be free of detention charges. The Principal shall not be liable for delays occurring at state borders, customs offices, or during periods when heavy goods vehicles are subject to traffic restrictions. In all other cases, the Contractor shall be entitled to a contractual payment of **EUR 100 for each full 24-hour period of detention**.
25. The Contractor shall document any waiting time and its duration during loading and unloading operations by means of a detention report signed by the consignor or consignee, respectively. Only a detention report duly confirmed by the consignor or consignee shall constitute grounds for charging detention fees. The Contractor shall be entitled to such fees only if the Principal is informed of the delay in loading or unloading at the time the delay occurs.
26. At the loading point, the driver must obtain all documents necessary for the proper execution of the transport order, in particular the consignment note (CMR), Lieferschein, Delivery Note, warehouse release note (WZ), invoices related to the loading, certificates, product

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specifications, goods receipt confirmation, T-1 or T-2 document, EX, EUR-1, etc.

27. The Contractor shall verify that the consignment note corresponds to the received transport order, in particular with regard to the consignee's address and identity. If any discrepancies are identified, the Contractor shall refrain from commencing the transport and shall immediately contact the Principal in order to obtain further instructions.
28. The Contractor shall ensure that the consignment note contains both the details of the Principal as the principal carrier and the details of the Contractor, and, where applicable, its subcontractor as subsequent carriers, confirmation of acceptance of the shipment for carriage, details of the vehicle used for the transport including its registration numbers, and the details of the driver(s) performing the transport, including their full names and identity card numbers.
29. The Contractor shall verify that the goods correspond to the accompanying documentation, in particular with regard to quantity, weight, characteristics, and identification numbers of the goods, as well as their condition, the condition of their packaging, and their readiness for transport. Should any reservations arise in this respect, the Contractor shall enter such reservations together with the reasons therefor in all copies of the consignment note prior to commencement of the transport.
30. The Contractor shall request instructions from the Principal whenever a special interest in delivery has been declared in the consignment note in accordance with Article 26 of the CMR Convention.
31. The Contractor shall verify the correctness of the loading operation and the stowage of the goods carried out by the loader and, where necessary, secure the goods for transport. Should any reservations arise concerning the correctness of the loading or stowage of the goods, the Contractor shall enter such reservations together with the reasons therefor in all copies of the consignment note prior to commencement of the transport. The Contractor shall be responsible for the proper stowage and securing of the goods during transport.
32. The Contractor shall ensure that a refrigerated vehicle is equipped with at least four shoring bars, or, in the case of a curtain-sided vehicle, at least twelve securing straps. The driver shall possess and use protective footwear, a safety helmet, safety glasses, a high-visibility vest, and protective gloves during loading and unloading operations and shall comply with all safety regulations applicable at the loading and unloading locations.
33. If the Contractor is unable to assess the conformity of the goods with the documentation, their condition, the condition of their packaging, their readiness for transport, or the correctness of the loading operation performed by the loader, the Contractor shall refuse to commence the transport and shall immediately contact the Principal. If the Contractor is unable to verify the number of packages, it may commence the transport only after entering an appropriate reservation, confirmed by the loader's representative, in all copies of the consignment note.
34. If the Contractor is unable to assess the conformity of the goods with the documentation, their condition, the condition of their packaging, their readiness for transport, or the correctness of the loading operation performed by the loader, the Contractor shall refuse to commence the transport and shall immediately contact the Principal. If the Contractor is unable to verify the number of packages, it may commence the transport only after entering an appropriate reservation, confirmed by the loader's representative, in all copies of the consignment note.
35. Unless otherwise specified in the transport order, the Contractor shall not be entitled to perform or assist in loading or unloading operations. This provision shall not prohibit the Contractor from being present during loading or unloading in the capacity of an observer.
36. The Contractor shall perform the transport exclusively via international and national class roads (designated by one-, two-, or three-digit route numbers), except for access roads to the loading and unloading locations and situations where the use of such roads is impossible, in particular due to diversions or road closures imposed by the police or other authorities (e.g., due to a road accident, other hazards, or force majeure).
37. The driver shall exercise particular care in securing the vehicle and the shipment against theft involving forced entry.
38. If the first page of the Transport Order stipulates that parking is permitted only at secured parking facilities, the Contractor shall ensure that all stops are made exclusively at parking facilities meeting all of the following criteria jointly: a designated and enclosed area; fenced premises; 24-hour supervision; adequate lighting during nighttime hours; equipped with entry and exit control devices preventing vehicles from entering or leaving without the authorization of the parking facility supervisor.
39. If the Transport Order does not specify that stops made by the means of transport together with the cargo must take place at secured parking facilities, the Contractor shall comply with the following special conditions:
 - a) The driver shall exercise particular care in securing the vehicle and the shipment against theft involving forced entry.
 - b) The driver may stop the vehicle together with the cargo only at parking facilities located at a 24-hour petrol station, motel, hotel, restaurant, bar, or customs office situated along the transport route on international or national class roads (designated by one-, two-, or three-digit route numbers), provided that the vehicle is not left unattended for more than 60 minutes.
 - c) Stopping the vehicle with the cargo at locations other than those specified in point b) above shall be permitted where such stop results from:
 - the obligation to accept or deliver the shipment, including activities related to loading, additional loading, transshipment, and unloading of the goods, including waiting time before such activities commence;
 - the necessity to complete financial or customs formalities related to the transport operation, including waiting time for the completion of such formalities;
 - the necessity of stopping at parking facilities located at border crossings or border terminals;
 - the necessity of calling for assistance following a vehicle breakdown or road accident;

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- a sudden illness or indisposition of the driver, documented by a medical practitioner;
 - the necessity of refuelling the vehicle or replenishing or replacing operating fluids;
 - legal requirements, including regulations governing drivers' working hours, driving times, and restrictions on the movement of heavy goods vehicles during specified periods, provided that the driver does not leave the vehicle unattended for more than 60 minutes.
- d) Leaving the vehicle together with the cargo unattended for a period exceeding 60 minutes shall be permitted only if the vehicle is parked at a secured parking facility.
- e) When leaving the vehicle, the driver shall be required to remove all transport documents from the vehicle, fully close all windows, lock the vehicle using all available locks, and activate all anti-theft devices installed in the vehicle.
40. During every stop, and especially whenever the vehicle is left unattended, the transported goods must be positioned in such a manner that they are not visible from the outside.
41. The following conditions must be met when delivering the shipment to the consignee: the shipment has been delivered to the registered office of the consignee's company or to the consignee's place of residence as indicated by the consignor; the shipment has been handed over to an adult person present at the specified address; the person receiving the shipment has acknowledged receipt by means of a legible signature; the proof of receipt has been supplemented with: in the case where the consignee is a natural person: the number of the consignee's identity card or other identity document, and such identity card or other identity document has been presented to the Contractor; in the case where the consignee is a business entity or company: the company stamp.
42. Unless otherwise specified in the transport order, the Carrier shall be obliged to exchange returnable pallets at both the loading and unloading locations on a **1:1 basis** and obtain from the consignor/consignee a properly completed and signed pallet receipt. The Carrier may refuse to collect pallets at the unloading point only if the following note is entered on the pallet receipt: **"Pallets were not issued due to the lack of exchange pallets."** Otherwise, the Principal reserves the right to charge a contractual penalty of **EUR 20** (where the freight is agreed in EUR) or **PLN 80** (where the freight is agreed in PLN) for each unaccounted-for pallet.
43. In the event of any complications arising during the performance of the transport, the Contractor shall contact the Principal within no more than **15 minutes** using the telephone number indicated in the transport order. The Contractor shall bear full responsibility for any actions taken or omissions made without the Principal's consultation and approval, including, in particular, all costs resulting from such actions or omissions.
44. In the event of a road accident or the discovery of theft, the Contractor shall notify the police and provide the Principal with a copy of the police report.
45. In the event of damage to the shipment, the Contractor shall prepare an official report documenting the condition of the shipment and the circumstances of the damage, including photographic evidence. The Contractor shall provide the Principal with the driver's statement concerning the circumstances, causes, and extent of the damage, the driver's driving licence, the thermograph records in the case of refrigerated transport, the vehicle registration certificate, and any other documents necessary to establish the circumstances of the loss. Furthermore, the Contractor shall actively cooperate with the Principal in clarifying all circumstances, causes, and extent of the damage and in securing the Principal's claims.
46. The Contractor shall ensure that the Principal has continuous telephone contact with the driver performing the transport. The driver must possess at least one fully operational means of communication.
47. The Contractor shall comply with all instructions received regarding the handling of the shipment during acceptance and performance of the transport, as well as instructions concerning the securing of the shipment, whether specified in the transport order or arising from applicable procedures, practices, or customs.
48. Within **one hour after unloading**, the Contractor shall inform the Principal, by SMS or e-mail, of the actual unloading date, quoting the transport order number. If there is more than one unloading location, the unloading date at the final unloading point shall be reported.
49. The invoice containing the Principal's order number must be issued in the month in which the unloading took place.
50. The Contractor shall deliver, within **14 days from the unloading date**, two original and duly confirmed copies of the CMR consignment note bearing: a legible date, a legible signature and stamp of the consignee, completed boxes Nos. 16 and 23 in accordance with the accepted transport order, together with two copies of all documents accompanying the shipment (in particular the **Lieferschein**). Failure to deliver the documents within the above deadline shall result in a contractual penalty of: **PLN 60 per day of delay** (if the remuneration is expressed in PLN), or **EUR 15 per day of delay** (if the remuneration is expressed in a foreign currency).
51. Unless otherwise agreed, the payment term shall be **50 days**, calculated from the date of receipt of a correctly issued invoice together with the complete set of required documents.
52. For transport operations to countries of the **Commonwealth of Independent States (CIS)**, the CMR consignment note must contain the stamps **"TOWAR POSTUPIŁ"** and **"WYPUSK RAZRESZEN"**, as well as the date, signature, and stamp of the consignee. The Contractor shall send a copy of the CMR consignment note to the Principal by fax or e-mail within **12 hours after unloading** for verification of the required stamps.
53. Where a customs procedure is applied during transport, the Contractor shall submit together with the invoice a document confirmed by the competent customs authority proving the proper completion of the procedure (e.g. **SAD, EX1, T-1**). Failure to provide such documents shall

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oblige the Contractor to reimburse the Principal for all costs resulting from charges imposed on the Principal by customs authorities, tax authorities, or any other entity.

54. The Contractor agrees that any claims of the Principal arising from the transport agreement may be set off against the Contractor's remuneration for the services performed and against any other receivables due to the Contractor from the Principal.
55. The Contractor shall perform the transport order personally. It is **strictly prohibited** to subcontract the transport or transport organisation activities to any subsequent carrier or freight forwarder without the Principal's prior written consent. The Contractor **must perform the transport personally**. Where consent is granted, the Contractor shall comply with the **Rules for Verification of Actual Carriers** available at: <https://www.idealogistyka.pl/pliki/> and/or available upon request from the Principal's freight forwarders. These verification rules shall form an integral part of this Agreement whenever the Contractor uses a subcontractor. A breach of this provision shall result in a contractual penalty equal to the agreed freight amount. Where written consent has been granted, the Contractor shall, at least **7 days before the payment due date specified in the transport order**, provide evidence that payment has been made to the actual carrier for the transport in question. Failure to provide such evidence shall suspend the payment term until the deficiency has been remedied.
56. The Contractor shall bear full responsibility for its subcontractors, further subcontractors, and all persons performing the transport entrusted to the Contractor by the Principal. Such full responsibility shall apply regardless of whether the above-mentioned persons are solvent.
57. In the event of damage to the shipment or delay in transport, the Principal shall be entitled to charge the Contractor with the costs of compensating such damage from the moment the Principal itself is requested to compensate it, even if the Principal has not yet paid such compensation.
58. In international transport operations, by taking over the shipment and the consignment note, the Contractor acts also on behalf of the Principal and thereby accedes, as a **successive carrier** within the meaning of Article 34 of the CMR Convention, to the original contract of carriage under the terms resulting from the consignment note, acting both in its own name and on behalf of the Principal. The provisions of Clauses 56–57 of this Agreement modify the rules provided for in Article 37 of the CMR Convention.
59. The Contractor undertakes to keep confidential and, without the Principal's prior written consent, not disclose to any third party, including other freight forwarders and carriers, nor use for purposes other than those arising from this transport order, any information concerning the Principal's business activities or the contents of this transport order obtained or disclosed in connection with the performance of this order. Any breach of this obligation shall result in a contractual penalty of **EUR 10,000**.
60. If the Contractor breaches any of the obligations specified in Clauses **8–9, 12–14, 16–19, 22–23, 26–37, 41, 43–48, and 52–53**, the Principal shall be entitled to charge the Contractor a contractual penalty equal to the **gross freight amount** for each individual breach.
61. The Parties agree that the term **gross negligence** shall include, in particular: failure to comply with road traffic safety regulations; use of a subcontractor without the Principal's consent; failure to verify a subcontractor in accordance with these General Terms and Conditions; failure to seek instructions from the Principal; failure to take measures aimed at mitigating damage; leaving a vehicle unattended in an unsecured parking area; allowing a vehicle to be driven by persons without the required authorizations; failure to verify the contents of the consignment note, the condition of the goods, or their packaging; delivering goods to unauthorized persons.
62. If the Principal submits a claim regarding improper performance of the transport agreement, the freight payment term shall be suspended until the claim has been examined and all doubts and circumstances have been clarified.
63. The Contractor shall be subject to an absolute obligation to protect the data and business interests of the Principal's customers during the performance of the Agreement and for a period of **15 months** from the date of its conclusion. In particular, the following shall be deemed a breach of this obligation: submitting offers directly to the Principal's customers; and/or performing transport services for such customers without the involvement of the Principal. For the purposes of this provision, a **customer of the Principal** shall mean: any entity at whose premises loading or unloading takes place during the performance of a transport order entrusted to the Contractor; any entity indicated in the consignment note (CMR) or in any accompanying documents (such as delivery notes, invoices, cargo specifications, etc.) as consignor or consignee during the performance of a transport order entrusted to the Contractor; any entity known to the Contractor to have placed a transport order with the Principal, which order was subsequently assigned to the Contractor. In the event of a breach of the obligation set out in this Clause, the Principal shall be entitled to charge the Contractor a contractual penalty of **EUR 100,000 for each breach**. The remuneration payable to the Contractor under this Agreement shall also be deemed to include consideration for compliance with the obligations set out in this Clause. If the Contractor does not agree to these provisions, it shall raise its objections before commencing the transport operation; in such case, the agreed freight rate shall be reduced by an amount equivalent to **EUR 200**.
64. A breach of the obligation referred to in Clause 65 shall also include the submission of offers directly to the Principal's customers or the performance of transport services for such customers without the involvement of the Principal, whether carried out directly by the Contractor or by entities affiliated with the Contractor through personal or capital relationships.
65. For the purposes of these Terms and Conditions, a person or entity **personally or capital-related to the Contractor** shall mean: any entity holding more than **10% of the shares or ownership interests** in the Contractor; any entity in which the Contractor holds more than **10% of the shares or ownership interests**; entities that are partners together with the Contractor in a partnership; entities that are partners of the Contractor where the Contractor operates in the form of a partnership; members of the governing bodies of the Contractor where the Contractor is a capital company; the Contractor's ascendants and descendants, siblings, and relatives by affinity up to the first degree, as well as



the ascendants, descendants, siblings, and relatives by affinity up to the first degree of any of the entities referred to above.

66. Without the Principal's prior written consent, the Contractor shall not be entitled to assign (transfer) to any third party any receivables due from the Principal in connection with the performance of the transport service, nor to make any offer to conclude such an assignment agreement.
67. In the event of a breach by the Contractor of the provisions of Clause 68, in particular by offering the receivable for sale on a debt exchange platform, the Principal shall be entitled to charge the Contractor a contractual penalty equal to the gross freight amount arising from the agreement under which the receivable is, or is intended to be, assigned. Where receivables arising from several agreements are assigned or offered for assignment, the contractual penalties shall accumulate.
68. The Contractor is prohibited from disseminating false or misleading information regarding the Principal and/or the business operated by the Principal. Such prohibited information includes, in particular, false or misleading statements concerning the persons managing the business, the goods produced or services provided, the prices applied, or the economic or legal situation of the Principal. This prohibition applies to all forms of communication, including mass media, electronic communications, websites, internet forums, e-mail, social media platforms, industry-specific websites, and transport exchange platforms.
69. The Contractor is prohibited from disclosing to any third parties, including other freight forwarders and carriers, the Principal's customers, consignors and consignees of shipments, and debt collection agencies, any information regarding settlements between the Principal and the Contractor, including the Contractor's remuneration, payment terms, outstanding liabilities, and any other financial information relating to the Principal.
70. In the event of a breach by the Contractor of the obligations set out in Clauses 70 and 71, the Principal shall be entitled to charge a contractual penalty of **PLN 10,000** for each individual breach.
71. The Contractor's obligation to pay contractual penalties under this Agreement shall be independent of the occurrence of any actual damage and shall not exclude the Principal's right to seek additional compensation under the generally applicable provisions of law.
72. Matters not regulated by this Agreement shall be governed by the relevant provisions of Polish law and, in the case of international transport operations, additionally by the provisions of the CMR Convention. In the case of cabotage transport, the laws of the country in which the cabotage operation is performed shall apply with respect to the performance of the transport contract.
73. Any disputes arising out of or in connection with the conclusion or performance of this Agreement shall be subject to the jurisdiction of the competent common court having territorial jurisdiction over the Principal's registered office.
74. A transport order may only be accepted without reservations. Failure by the Contractor to reject the transport order within 30 minutes of its transmission by fax or e-mail shall be deemed acceptance of the order for execution under the conditions specified therein. Any rejection referred to above must be sent by fax or e-mail to the number or address indicated in the transport order.
75. Any actions undertaken by the Contractor aimed at performing the transport order shall also be deemed acceptance of the terms and conditions of the order.
76. The Principal shall have the right to withdraw from the Agreement without stating any reason, provided that such withdrawal takes place no later than one hour before the planned loading time. Withdrawal shall become effective upon transmission of a notice of cancellation by fax or e-mail. In the event that the vehicle arrives at the loading point and no goods are available for loading, the Contractor shall be entitled to compensation for readiness to perform the transport service in the amount of **EUR 20**. In such case, the Contractor shall issue a debit note. The basis for issuing the debit note shall be a document confirming the absence of the goods covered by the transport order, duly certified by the loader. Such certification must include at least the loader's stamp.
77. The application of Article 68¹ of the Polish Civil Code is excluded with respect to these terms and conditions. The Contractor may not accept a transport order subject to any condition or time limitation.
78. Any amendments to these terms and conditions shall require the same form in which the Agreement was originally concluded.