



General Terms and Conditions of the Transport Agreement for Customers 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 transport agreements concluded between IDEA Logistyka Sp. z o.o. Sp.k., with its registered office in Katowice (Tax Identification No. (NIP): 6342846482, hereinafter referred to as "IDEA Logistyka"), and the entity indicated each time in the agreement (the "Order") (hereinafter referred to as the "Customer"). By concluding an agreement with IDEA Logistyka, the Customer agrees that the services shall be provided on the basis of these GTCTA.
2. IDEA Logistyka provides freight forwarding and road transport services for goods (both within Poland and internationally) in exchange for remuneration determined individually with each Customer.
3. IDEA Logistyka holds the status of an Authorized Economic Operator (AEO) within the meaning of the provisions of the UNION CUSTOMS CODE (Regulation (EU) No. 952/2013 of the European Parliament and of the Council of 9 October 2013 laying down the Union Customs Code, as amended). Accordingly, it shall comply with the EUROPEAN COMMISSION guidelines regarding AEO standards (set forth in the EUROPEAN COMMISSION document of 11 March 2016 "AUTHORIZED ECONOMIC OPERATORS – GUIDELINES" (TAXUD/B2/047/2011-Rev.6), available at www.finanse.mf.gov.pl), for the purpose of securing the international supply chain. Its subcontractors are informed of the applicable security standards referred to in the Guidelines with respect to transport operations.
4. Transport services are provided on the basis of an order submitted by the Customer (the form is available on the IDEA Logistyka website: www.idealogistyka.pl). IDEA Logistyka allows orders to be submitted electronically or by fax without the need to use the order form referred to above. An order submitted electronically or by fax must contain the same information as the order form available on the IDEA Logistyka website. An order shall be deemed accepted for execution upon confirmation of its acceptance by IDEA Logistyka. IDEA Logistyka shall promptly confirm acceptance of the order by sending an appropriate notification electronically or by fax. Failure to send confirmation of acceptance shall result in no agreement being concluded.
5. IDEA Logistyka confirms that it:
 - a) holds all necessary licences and permits required to perform and organize transport services;
 - b) uses appropriate means of transport equipped as required for the execution of the order;
 - c) employs drivers and personnel possessing the qualifications required for the performance of the transport service;failing which IDEA Logistyka shall be entitled to withdraw from the agreement due to the Customer's fault without the need to issue a prior demand for performance.
6. Immediately after concluding the transport agreement, and no later than on the date of its conclusion, the Customer shall provide IDEA Logistyka with the following documents:
 - a) a current certificate of registration of business activity or an extract from the National Court Register (KRS);
 - b) a decision assigning the Tax Identification Number;
 - c) a decision assigning the REGON statistical number;
 - d) maintains appropriate insurance coverage (with a guaranteed sum corresponding to the value of the property accepted for carriage 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).
7. IDEA Logistyka may entrust the performance of the transport agreement to a subcontractor.
8. IDEA Logistyka undertakes to exercise all due diligence to perform the order within the agreed time.
9. IDEA Logistyka shall not be liable for non-performance or improper performance of the order where circumstances beyond the control of IDEA Logistyka or any entity acting on its behalf make it impossible to perform all or part of its obligations. Such circumstances include, in particular, force majeure, including but not limited to severe weather conditions such as low temperatures, fog, heavy snowfall, black ice, floods, strikes, earthquakes, fires, natural disasters and catastrophes, as well as actions of state or local government authorities restricting the provision of transport services in a given area. In the event of such circumstances, IDEA Logistyka shall notify the Customer. Furthermore, IDEA Logistyka shall be entitled to withdraw from the agreement, even if partially performed, where the duration of such circumstances becomes excessive. In such a case, IDEA Logistyka shall secure the shipment and protect the Customer's interests in consultation with the Customer. If IDEA Logistyka exercises its right of withdrawal for the reasons stated above, it shall be entitled to reimbursement of expenses incurred in connection with the performance of the order and to a proportional part of the agreed remuneration for services already performed.
10. IDEA Logistyka undertakes to verify the consistency of the consignment note with the order received, in particular with regard to the recipient's address and identity. If any discrepancies are identified, IDEA Logistyka shall refrain from commencing transport and shall immediately contact the Customer in order to obtain instructions regarding further action.
11. IDEA Logistyka shall verify the conformity of the goods with the accompanying documentation, in particular with regard to quantity and weight, as well as the condition of the goods, the condition of their packaging, and the readiness of the shipment for carriage. In the event of any reservations in this respect, IDEA Logistyka shall enter such reservations, together with the reasons therefor, in all copies of the

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ul. Piotrowicka 17, PL 40-722 Katowice

KRS nr 0000571025, NIP: 6342846482, REGON: 362569188,

tel. +48323543030, biuro@idealogistyka.pl www.idealogistyka.pl



consignment note prior to commencement of the carriage.

12. If it is not possible to assess the conformity of the goods with the documentation, their condition, the condition of their packaging, the readiness of the shipment for carriage, or the correctness of the loading performed by the consignor, IDEA Logistyka shall refuse to commence carriage and shall immediately contact the Customer. If the Carrier is unable to verify the number of packages comprising the shipment, it shall be entitled to commence carriage after entering an appropriate reservation in all copies of the consignment note, provided that such reservation is confirmed by the consignor's representative.
13. If the consignor prevents IDEA Logistyka from making the entries in the consignment notes referred to in Clauses 11 and 12 above, IDEA Logistyka shall refuse to commence carriage and shall immediately contact the Customer in order to obtain further instructions.
14. Unless otherwise expressly stated in the transport order, IDEA Logistyka shall neither perform nor assist in the loading or unloading of the goods. The foregoing provision shall not be construed as prohibiting participation in loading or unloading activities in the capacity of an observer.
15. In the event of loss or damage, IDEA Logistyka shall determine the condition of the shipment and the circumstances of the occurrence of the loss or damage, including photographic documentation, and shall provide the Customer with a statement describing the circumstances, causes and extent of the loss or damage, the driver's licence, the thermograph/temperature recorder data in the case of refrigerated transport, the vehicle registration certificate, and any other documents necessary to establish the circumstances of the loss or damage.
16. Any complaints relating to the performance of the service shall be submitted to IDEA Logistyka Sp. z o.o. Sp.k., ul. Piotrowicka 17, 40-722 Katowice, Poland, and by e-mail to: biuro@idealogistyka.pl. The Customer shall be the party entitled to submit a complaint. Complaints must be filed within 7 days from the date of delivery of the shipment. Where the complaint concerns non-performance of the service by IDEA Logistyka, the time limit for filing a complaint shall be 30 days from the expected date of delivery (in the event of loss of the shipment). The Customer shall provide all documents necessary for consideration of the complaint. If IDEA Logistyka determines that not all required documents have been attached, the Customer shall provide the missing documents no later than 14 days from receipt of the relevant notice from IDEA Logistyka. The right to pursue claims arising from the complaint shall be suspended until the Customer has settled all outstanding amounts, fees, costs and other expenses incurred by IDEA Logistyka. Filing a complaint shall not constitute grounds for withholding payment of remuneration due to IDEA Logistyka. Complaints submitted after the prescribed deadline, incomplete or inaccurate complaints, complaints supplemented after the deadline, or complaints submitted by an unauthorized person shall be deemed not to have been filed. Following consideration of the complaint, IDEA Logistyka shall notify the Customer in writing, within 30 days of receipt of the complete complaint documentation, whether the complaint has been accepted, partially accepted or rejected. The Customer shall not be entitled to set off any claim amount against its current, past or future obligations towards IDEA Logistyka.
17. If the Customer withdraws from the performance of the transport agreement after its conclusion, IDEA Logistyka reserves the right to charge a contractual penalty equal to the gross freight amount. IDEA Logistyka also reserves the right to charge a contractual penalty equal to the gross freight amount for a vehicle dispatch where no goods are available at the loading point. In such cases, IDEA Logistyka shall issue a debit note.
18. The free waiting time not subject to demurrage or detention charges shall be 3 hours. After the expiry of this 3-hour period, IDEA Logistyka shall be entitled to claim a contractual penalty of EUR 30.00 for each commenced hour of waiting for loading, unloading and/or downtime resulting from other causes not attributable to IDEA Logistyka.
19. The deadlines for IDEA Logistyka to submit transport documents are as follows:
 - a) within 7 days from the date of unloading – scans/photos by e-mail;
 - b) within 21 days from the date of unloading – original documents by regular mail.
20. During transportation, vehicle stops with the shipment may also take place at petrol stations, hotels, motels, bars, restaurants and parking areas adjacent thereto, as well as at parking areas located along motorways, expressways and other roads constituting direct access routes to the place of loading or unloading.
21. If IDEA Logistyka is charged a contractual penalty by its subcontractor, the Customer shall be obliged to pay such penalty in the amount requested by IDEA Logistyka within 7 days.
22. The payment term for the transport service performed shall be 7 days, unless otherwise provided for in the agreement, and shall be calculated from the date of issuance of the invoice.
23. Where the amounts specified in the transport order are expressed in a foreign currency, the remuneration for the transport services shall be the equivalent of such amounts converted into Polish zloty (PLN) at the average exchange rate of the National Bank of Poland (NBP) applicable on the day preceding the date of performance of the transport service.
24. IDEA Logistyka shall be entitled to remuneration for all activities performed in accordance with the submitted order, including activities not expressly provided for in the order but carried out either upon agreement with the Customer or, without such agreement, where necessary for the proper execution of the order, as well as reimbursement of all expenses incurred. Seizure, damage to, or total or partial loss of the goods due to circumstances not attributable to IDEA Logistyka, including force majeure, forfeiture (confiscation), or any other act of authority affecting the shipment, shall not affect IDEA Logistyka's right to remuneration or reimbursement of costs and expenses.
25. IDEA Logistyka undertakes to take all measures necessary to maintain the full confidentiality of any data entrusted to it and made available for

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the purpose of the proper execution of commercial transactions.

26. Matters not regulated by this Agreement shall be governed by the applicable provisions of Polish law and, in the case of international transport, additionally by the provisions of the CMR Convention. In the case of cabotage transport operations, the provisions of the country in which the cabotage transport is performed shall apply with respect to the rules governing the performance of the transport agreement.
27. Any disputes arising out of or in connection with the conclusion or performance of this Agreement shall be submitted to the common court having jurisdiction over the registered office of IDEA Logistyka.
28. Any amendments to these Terms and Conditions shall be made in the same form as that in which the Agreement was concluded.