

**GENERAL TERMS AND CONDITIONS OF TRANSPORT
OMIDA GROUP S.A. AND OMIDA LOGISTICS SP. Z O.O.**

(version 3.0 effective from 01/01/2022)

I. General Terms and Conditions

1. The Contractor making an agreement with the Ordering Party agrees to provide services on the basis of the provisions of these General Terms and Conditions of Transport, hereinafter referred to as the GTC.
2. The Contractor is obliged to comply with all regulations concerning the posting of employees and minimum wages in force in countries in which it performs services for the Ordering Party, in particular Austrian, Belgian, French, Dutch, Luxembourg, German, Hungarian and Italian regulations.

II. Requirements concerning the Contractor

3. The Contractor is obliged to have vehicle insurance and carrier's liability insurance with full coverage, which means:
 - a) coverage of damage resulting from robbery, theft and theft outside guarded car parks
 - b) coverage of damage beyond the shipment content resulting from late delivery
 - c) coverage of damage incurred during loading or unloading
 - d) no exclusions regarding the type of goods (property) accepted for transport,
 - e) no exclusions regarding the territorial scope of the services to be provided (including cabotage, where relevant),
 - f) a sum guaranteed corresponding each time to the value of the property accepted for transport, not lower than the upper limit of the carrier's liability for loss or damage specified in Articles 65-70 and 80-85 of the Transport Law and/or Articles 17, 23 and 25 of the CMR Convention, and in the case of cabotage transport in the provisions in force in the country where the transport is performed, with the proviso that in each case the sum guaranteed may not be less than 250,000 EUR.
4. The Contractor is obliged to have necessary licences and permits for the performance of transport, including international transport if the order concerns a foreign route.

The acceptance of the order for execution is tantamount to the confirmation of the fact that the Contractor is an authorised carrier.

III. Requirements concerning the vehicle and the driver

5. The Contractor is obliged to provide a vehicle meeting the TAPA security requirements and at least EURO 3 standards, suitable for the transport of goods specified in the order (it applies in particular to oversize cargo), leak-proof, clean outside and inside the cargo compartment, which must be free from extraneous odours. If this obligation is not met, the Contractor is obliged to provide a replacement vehicle at its own cost.
6. The Contractor is obliged to have the following equipment:
 - a) refrigerated vehicle with at least four load bars
 - b) in the case of a curtain trailer, at least 6 securing belts for vehicles up to 3,5 t DMC and 25 belts for vehicles above 3,5 t DMC (at least 500 daN),
 - c) set of 8 mm anti-slip mats for the entire cargo area,
 - d) corners, angles
 - e) customs secure fastening rope, seal
 - f) four pillar pockets and chains for securing steel coils in the case of Coilmulde semi-trailersprovided that all cargo securing measures should be certified and compliant with safety standards. In the absence of suitable equipment for loading, the Contractor may be charged with costs of purchasing the missing equipment.
7. In the case of transport of electronics, tobacco products, tyres and vehicle parts, pharmaceutical products, foodstuffs requiring constant temperature, dangerous goods, motor vehicles or spirits, the means of transport should be equipped with a GPS navigation system with the option of monitoring through a monitoring station.
8. If it results from data contained in the order or if the Contractor exercising due diligence could independently determine that it is necessary to obtain a permit for the performance of transport of oversize cargo, the Contractor is obliged to obtain such consent at its own cost, unless the content of the order provides otherwise.

IV. Vehicle manning requirements

9. The manning of the vehicle carrying out the transport must meet the following requirements:
 - a) all drivers should possess licences necessary for the proper performance of the transport commissioned thereto by the Ordering Party

- b) all drivers should have sufficient command of a foreign language to be able to communicate at the place of loading and unloading, in particular to understand the contents of transport documents and objections reported at the place of loading and unloading
- c) Regardless of the number of drivers indicated in the order, the Contractor is obliged to designate such number of drivers for the performance of transport to ensure that the consignment shall be delivered to the recipient within the specified deadline and in accordance with regulations concerning the working time of drivers.

V. Cabotage

- 10. In the case of cabotage, the Contractor is obliged to comply with the requirements concerning deadlines and other requirements specified in Regulation (EC) No 1072/2009 concerning the ability to carry out cabotage, as well as to have appropriate insurance. If it turns out that the vehicle indicated in the cabotage order cannot be used for the transport due to the provisions of the above-mentioned regulation, the Contractor is obliged to carry out the transport by another vehicle.
- 11. The Contractor's liability in cabotage transport is as follows:
 - a) In the case of cabotage transport carried out in Germany or France, the Contractor's liability for damage to the consignment or delay is limited to the following amounts (except for wilful misconduct or gross negligence of the Contractor or persons acting on its behalf or at its request):
 - **in Germany, up to 40 SDRs per kg in the event of damage to a shipment and up to three times the freight charge in the event of a delay in delivery**
 - in France, up to 20 SDRs per kg in the event of damage to a shipment of less than 3 tons, up to 12 SDRs per kg in the event of damage to a shipment of at least 3 tons and up to the amount of the freight charge in the event of a delay in delivery
 - b) in the case of cabotage transport operations carried out within Italy, the Contractor's liability shall not be limited
 - c) in the case of cabotage transport operations performed in other countries, the Contractor shall be liable for damage caused up to the maximum amount permitted by the laws in force in the country where the transport was performed

VI. Representations of the Contractor

12. By accepting the order, the Contractor represents that:
- a) it complies with the provisions referred to in point 2 and authorises the Ordering Party to carry out verifications of the truthfulness of this representation, in particular by requesting the relevant information and documents;
 - b) it has appropriate insurance in accordance with the conditions specified in point 3, and authorises the Ordering Party to contact in its name the insurer with which it has made the insurance agreement, in particular as regards the confirmation of data provided by the Contractor;
 - c) it has experience in the provision of transport services analogous to those assigned to it;
 - d) it has vehicles suitable for the execution of the order;
 - e) it has drivers possessing licences necessary for the proper performance of the transport commissioned thereto by the Ordering Party;
 - f) it complies with the requirements concerning the rules of carrying out cabotage transport, in particular it has the possibility to carry out the cabotage transport commissioned thereto and appropriate cabotage insurance;
 - g) it is aware that all data connected with the transport, such as: data of the sender, recipient, contractor of the Ordering Party, route and freight rates, constitute the Ordering Party's business secret;
 - h) it waives all claims resulting from the content of Article 10(1) and (2) of the Polish Act of 8 March 2013 on payment deadlines in commercial transactions and to which it is entitled against the Ordering Party on account of events occurring before the date of the execution of each agreement to which these GTC apply;
 - i) it waives all claims for the remuneration for transport in relation to the entity ordering the transport to the Ordering Party under the French law.

VII. Documentation of the Contractor

13. Immediately after the execution of the agreement, but not later than on the day of its execution, the Contractor is obliged to submit to the Ordering Party the following documents:
- a) a car owner insurance policy covering the vehicle (including semi-trailer) in which the transport is due to be carried out
 - b) carrier's third party insurance policy or insurance agreement;
 - c) General Terms and Conditions of Insurance
 - d) insurance company's written certificate of the policy validity not older than 14

days from the date of issue (it applies to the first order received from the Ordering Party during the term of the given policy),

- e) certificate of entry into the register of business activities or excerpt from the National Court Register;
- f) decision on assigning the tax identification number (TAX);
- g) decision on assigning the business identification number (REGON);
- h) authorisation to perform the occupation of road transport operator (in the case of an order for domestic transport);
- i) licence for the performance of international transport (in the case of an order for international transport);
- j) data of the vehicle by which the transport is to be carried out, including its registration numbers;
- k) details of the driver or drivers who shall carry out the transport, including the first and last name and identity card number;
- l) copy of the document confirming the notification to competent authorities of the posting of the driver or drivers who shall carry out the transport (in the case of transport to which the French provisions on the minimum wage and delegation apply);
- m) a valid ATP certificate if the transport concerns goods requiring such a certificate

otherwise the Ordering Party may withdraw from the agreement for reasons attributable to the Contractor, without calling for its performance.

- 14. If the Contractor uses the subcontractor's services, it is obliged on the date of the execution of the agreement with the subcontractor to submit to the Ordering Party documents regarding the subcontractor listed in point 13, or otherwise the Ordering Party may withdraw from the agreement for reasons attributable to the Contractor, without calling for its performance.
- 15. The Contractor's non-performance of obligations specified in point 13(j) and (k) does not affect the Contractor's obligation to comply with the provisions of point 9.

VIII. Stops

- 16. The Ordering Party reserves that the first 48 hours of the stop for loading and separately for unloading (as well as 48 hours in the countries of the Commonwealth of Independent States) as well as stops on Saturdays, Sundays and public holidays for loading and unloading are free from parking fees. The Ordering Party is not liable for stops at the country borders, Customs Offices and on days of limited movement of trucks. The time of the transport performance is extended by stops referred to above

and lack of collection of the consignment by the recipient before the expiry of that time is not considered as an obstacle to the delivery of the consignment. In the remaining scope, the Contractor is entitled to liquidated damages of EUR 100 for international transport and cabotage and PLN 150 for domestic transport in Poland for each commenced 24-hour stop.

17. The Contractor is obliged to document the stop and its time during loading and unloading operations with the standing card confirmed by the sender or the recipient, as appropriate. Only by the standing card confirmed by the sender or the recipient may be the basis for the calculation of parking fees. The Contractor is entitled to the fees only in the case of submission to the Ordering Party of the notification about the delay in loading or unloading at the moment of its occurrence.
18. Any amendments to the above provisions and the provisions of point 16 and 17 as well as the provisions of point 53, in particular the increase of the Contractor's remuneration due to the stop, require a written form to be valid and a special written authorisation granted by a person authorised to represent the Ordering Party disclosed in the register of entrepreneurs of the National Court Register, with the reservation that any amendments to the Agreement, in particular in the scope of the Contractor's remuneration, are invalid if they result from the Contractor's threat that it does not perform the Ordering Party's relevant instructions or refuses to perform the agreement, in particular to deliver the goods and enable its unloading without increasing the remuneration.

IX. General rules for the transport performance

19. The Contractor is prohibited from reloading or additional loading without the Ordering Party's prior written consent, otherwise being ineffective. Having another shipment in the cargo space when the vehicle is loaded is also considered as loading.
20. The Contractor is obliged to comply with the applicable customs regulations, in particular in the scope of the obligation concerning customs clearance in the case of crossing the customs border, proper performance of customs procedures and their proper documentation, regardless of whether such an obligation is indicated in the order or not.
21. In the case of transport to the United Kingdom and Ireland, the Contractor is obliged to develop and comply with procedures for protecting cargo against intrusion of third parties into the cargo space, as well as against the smuggling of goods in accordance with the recommendations of the relevant authorities, in particular the British Border Force.
22. The Contractor is obliged to ensure at the place of loading:

- a) which type of goods shall be the object of the transport
 - b) whether the transport of goods is subject to the provisions of the Polish Act regarding the road and railway transport monitoring and trade in heating fuels, in particular taking into account the nature of the goods transported
 - c) whether the transport to be carried out through, to and from the territory of Germany does not contain coffee
 - d) whether the shipment contains dangerous goods, in particular by checking whether the ADR reference or dangerous goods label is present in the bill of lading or on the packages
 - e) whether the consignment to be transported does not constitute waste for which it is necessary to have an appropriate authorisation or whose transport is inadmissible
 - f) whether a waste shipment corresponds to the waste category and complies with the documentation
23. In the case of detection that circumstances referred to in point 22(b) to (f) have occurred, the Contractor is obliged to immediately notify the Ordering Party about this fact and to wait for relevant instructions, as well as to comply with obligations resulting from the relevant provisions in the case of receiving instructions to continue the transport.
24. In the case of transport at a controlled temperature, the Contractor is obliged to:
- have valid and current ATP certificate if required by applicable regulations;
 - use means of transport equipped with a technically operational refrigerating unit required by the ATP certificate provisions as well as a technically operational and calibrated thermostat with a thermograph;
 - before the commencement of loading and transport, make sure that the refrigerating unit is in good operational state, has been properly maintained and has sufficient supply power;
 - before the commencement of loading, obtain and maintain the temperature at which the transport is to be carried;
 - not to switch off the engine of the vehicle at stops if the operation of the refrigerating unit depends on the engine's operation;
 - connect the refrigerating unit to the external power supply during stops if it is required for its operation;
 - monitor the temperature throughout the transport;
 - present, together with the invoice and transport documentation, a printout documenting the temperature in the semi-trailer during the transport; the printout from the thermograph must be in digital form containing: the date, time and temperature of the transport, the frequency of recording must not be less than every

30 minutes; this printout should be stored together with the printout/charts of the tachograph for at least one year.

Failure by the Contractor to deliver the temperature printouts authorises the Ordering Party to charge the Contractor with liquidated damages of EUR 100. If the temperature printouts are delivered after the deadline, the Ordering Party may charge the Contractor with liquidated damages of EUR 15.

X. Obligations related to the loading of the consignment

25. The Contractor is obliged to provide the vehicle on time for loading.
26. At the place of loading, the driver must collect documents necessary for proper performance of the order, in particular the bill of lading, Lieferschein, Delivery note, WZ document, invoices related to loading, attestations, specifications of goods, acceptance of goods, T-1 or T-2 document, EX, EUR, etc.
27. The Contractor is obliged to check the conformity of the bill of lading with the order received, in particular with regard to the type and quantity of the goods, the address and identity of the recipient. In the event of any inconsistencies or lack of understanding of the content of transport documents due to the driver's lack of knowledge of the language, the Contractor shall refrain from commencement of transport and immediately contact the Ordering Party in order to receive instructions as to further procedure.
28. The Contractor is obliged to ensure that the bill of lading includes the Contractor's data and, if applicable, its subcontractor as successive carriers, confirmation of acceptance of the consignment for transport, data of the vehicle by which the transport is carried out with the indication of its registration numbers, data of the driver or drivers performing the transport with the indication of their first and last names and numbers of identity cards, as well as – if nothing else results from detailed terms of the order – the gross amount of freight due to the Contractor for the performance of the transport in the field of unpaid amounts due to the carrier.
29. The Contractor is obliged to check the compliance of the goods with the documentation, in particular in the scope of quantity, weight, characteristics and numbers of the goods, as well as their condition, the condition of their packaging and the condition of the consignment preparation for transport, in particular the temperature of the goods if the transport is to be carried out at a controlled temperature. In the case of any reservations in this respect, the Contractor is obliged to enter these reservations together with a justification to all copies of the bill of lading

prior to the commencement of the transport and to obtain the confirmation of acceptance of the reservations by the loader in the content of the bill of lading.

30. The Contractor is obliged to verify the correctness of the loading, arrangement and fixing of the goods by the loader and, if necessary, to secure them for the time of transport. In the case of any reservations regarding the correctness of the loading and arrangement of the goods, the Contractor is obliged to enter these reservations together with a justification to all copies of the bill of lading prior to the commencement of the transport and to obtain the confirmation of acceptance of the reservations by the loader in the content of the bill of lading and to contact the Ordering Party for instructions on how to proceed further. If it is determined that the goods cannot be effectively secured for the duration of the transport, the Contractor shall contact the Ordering Party to obtain instructions on how to proceed further. The Contractor incurs strict liability for the correct arrangement of the goods and securing them for the time of transport.
31. The driver is obliged to:
 - a) have and use at the time of loading and unloading protective footwear and high visibility vest, as well as other personal protective equipment (apron, cap, disposable gloves, shoe covers) and hand sanitizer wipes,
 - b) comply with internal regulations concerning behaviour at the premises of plants of the goods sender and recipient,
 - c) behave in a polite and professional manner at places of loading and unloading as well as in the immediate vicinity of these places.
32. If it is impossible to assess the conformity of the goods with the documentation, their condition, condition of their packaging, condition of the consignment preparation for transport or correctness of loading carried out by the loader, the Contractor is obliged to refuse to commence the transport and to contact the Ordering Party immediately. If the Contractor cannot assess only the number of items of the consignment, it is entitled to commence the transport after entering a relevant reservation confirmed by the loader's representative to all copies of the bill of lading.
33. If the loader makes it impossible for the Contractor to make entries to the bills of lading referred to in points 28-30 and 32 or does not confirm their acceptance in the content of the bill of lading, the Contractor is obliged to refuse to commence the transport and to contact the Ordering Party immediately in order to obtain instructions on further procedure.
34. Unless otherwise specified in the transport order, the Contractor does not have the right to independently perform or assist in loading. This does not apply to situations where transport is performed by a vehicle with a lift; in this case, the Contractor

performs loading activities from the moment the shipment is on the lift. The above provision does not mean a ban on participation in loading as an observer.

XI. Transport safety

35. The Contractor is obliged to carry out the transport only on international and national roads (marked with one, two or three digits) with the exception of access roads to the place of loading and unloading and the situation of impossibility to drive on these roads, in particular due to detours or roadblocks determined by the police or other security services (e.g. due to road accident, other hazards or force majeure).
36. The driver should secure with particular care the vehicle together with the consignment against burglary. Subject to the provisions of points 37 and 38, the Contractor is obliged to perform stops only:
 - a) at an attended car park,
 - b) at a car park for trucks, located at a large fuel station open 24 hours a day, whose area is monitored and lit and which is located directly at the main road [understood as a motorway, expressway, international road/European routes marked with a one-, two- or three-digit number preceded by letter E and road having the status of a national road],
 - c) at the place of loading or delivery, provided that the stop takes place at the fenced and supervised premises at the disposal of the loader or recipient (generally accessible/public area located in the immediate vicinity of the premises of the loader or recipient, including car parks for guests arranged outside the fenced and supervised premises of the loader or recipient, is not considered as the place of loading or unloading),
 - d) at the car park directly at the hotel/motel located at the main road, provided that the car park is adapted for parking trucks,
 - e) at the car park adapted for parking trucks [e.g. Motorist Service Area], located directly at the motorway or expressway.
37. In addition to the car parks described in point 36, the driver can park only if it is necessary due to:
 - a) the vehicle failure which makes it impossible to continue driving,
 - b) the road accident of the vehicle,
 - c) the necessity to provide assistance to the victims of road accident – in the necessary scope resulting from the provisions of law, provided that the driver parks the vehicle at the nearest possible place in the immediate vicinity of the road accident where stopping/parking the vehicle does not create a threat to road safety,

- d) necessary refuelling and/or refilling of operating liquids carried out at the fuel station, while the stop cannot last longer than 60 minutes,
 - e) the necessity to perform obligatory customs formalities connected with carrying out the transport and formalities connected with crossing the state border, border control, customs clearance, ferry crossing, as well as waiting for the performance of these actions – provided that the stop resulting from waiting takes place at the car park/designated parking space located directly at the customs terminal (customs office)/border terminal (border crossing)/ferry terminal,
 - f) the payment of the toll,
 - g) the road check or another stop resulting directly from an order issued to the Contractor by authorities or services possessing such powers,
 - h) the order issued by an authorised body (the police, road transport inspection and other authorised public services) at the place designated by it,
 - i) the performance of operations related to loading, additional loading, reloading and unloading of goods (including waiting for the commencement of these operations) at the place of loading or unloading, provided that the stop takes place at the fenced and supervised premises (generally accessible/public area located in the immediate vicinity of the premises of the loader or recipient, including car parks for guests arranged outside the fenced and supervised premises of the loader or recipient, is not considered as the place of loading or unloading),
38. The driver is authorised to stop and leave the vehicle in the case of their sudden illness making it impossible to continue driving under the condition that these circumstances are confirmed by medical services which provided the necessary medical assistance to the driver. If possible, such a stop should take place at one of places indicated in point 36 above, while if the driver condition does not allow them to drive to such a place, such stop must take place at the nearest possible place where stopping/parking the vehicle does not create a threat to road safety.
39. The burden of evidence of circumstances described in points 37 and 38 lies with the Contractor.
40. During each stop, the driver is obliged to lock all factory locks of the vehicle and to start all installed anti-theft protection devices, alarm, immobiliser, etc., as well as to take vehicle documents and transport documents. Leaving the vehicle outside the attended car park is possible for a period of not more than 60 minutes.
41. If the Contractor's third party insurance agreement provides for stricter transport safety requirements, the Contractor is obliged to comply with the rules specified in the insurance agreement.

XII. Delivery of the consignment

42. At the time of the consignment delivery to the recipient, the following conditions should be met:
- the consignment has been delivered to the company's registered office or the recipient's place of residence indicated by the sender;
 - the consignment has been delivered to an adult present at the indicated address;
 - the person receiving the consignment has confirmed the receipt with legible signature;
 - the confirmation of receipt has been endorsed with:
 - if the addressee is a natural person: the identity card number or another identity document of the recipient, while the identity card or another identity document has been presented to the Contractor,
 - if the addressee is an entrepreneur/company: the company stamp.
43. The Contractor is obliged to:
- a) immediately inform the Ordering Party of the recipient's refusal to accept the cargo or of any other problem with collection, and request appropriate instructions
 - b) refrain from leaving the unloading place until instructed to do so by the Ordering Party in the situation described in letter a
 - c) ensure that the goods are completely unloaded
 - d) ensure that the date of the consignment receipt is included in the bill of lading.
 - e) check the condition of the shipment together with the recipient when handing over the shipment to the recipient
 - f) ensure that the bill of lading indicates that the shipment has been checked together with the recipient and specifies the results of this check
 - g) immediately notify the Ordering Party of any objections concerning the condition of the shipment reported at the moment of handing over the shipment to the recipient
 - h) immediately inform the Ordering Party if the recipient has made an entry in the bill of lading which the driver did not understand due to their lack of knowledge of the language or for other reasons.
44. The Contractor should comply with the following pallet exchange rules:
- a) if the order requires the exchange of pallets or other packaging, the Contractor is obliged to exchange returnable pallets or packaging at the place of loading and at the place of unloading in a 1:1 ratio and to obtain from the sender/recipient a pallet receipt properly completed and signed. The Contractor has the right not to collect pallets at the place of unloading only

after obtaining the entry to the pallet receipt: "Pallets have not been handed over because of lack of pallets for replacement" or equivalent entry in a foreign language. Otherwise, the Contractor reserves the right to charge liquidated damages of EUR 15 (in the case of freight specified in EUR) or PLN 50 (in the case of freight specified in PLN) for each outstanding pallet or packaging.

- b) if the order does not require the exchange of pallets or other packaging, the Contractor does not have the right to collect empty pallets or packaging from the place of loading or unloading and is obliged to enter the "kein tausch/no exchange" formula to the bill of lading and lieferschein.

- 45. Unless otherwise specified in the transport order, the Contractor does not have the right to independently perform or assist in unloading. This does not apply to situations where transport is performed by a vehicle with a lift; in this case, the Contractor performs unloading activities until the moment the shipment is on a level lift from which further unloading can take place. The above provision does not mean a ban on participation in unloading as an observer.

XIII. Communication

- 46. The Contractor is obliged to ensure that the Ordering Party may contact at any time the driver performing the transport, who should have at least an operating mobile phone enabling sending and receiving MMS messages.
- 47. The Contractor is obliged to inform the Ordering Party every 12 hours and at each request of the Ordering Party about the approximate location of the cargo. Each lack of information at the time when it should be provided shall be considered as one breach of the above obligation.
- 48. In the case of any complications during the performance of the transport or detection that the performance of the transport in accordance with its terms and conditions is not possible, the Contractor is obliged to contact the Ordering Party within a maximum of 15 minutes at the telephone number indicated in the transport order. The Contractor is fully liable for acts or omissions undertaken without consultation with and consent of the Ordering Party, including in particular any costs resulting from such acts or omissions.
- 49. In the case of a road accident or theft, the Contractor is obliged to notify the police and provide the Contracting Party with a police note.
- 50. The Contractor is obliged to comply with any instructions received regarding the handling of the consignment during the collection and performance of the transport as well as the manner of securing the consignment, specified in the forwarding order or resulting from applicable procedures, practices or customs.

51. The Contractor gives its consent to the performance of all instructions provided by the Ordering Party during the transport and the change in the original transport agreement, also without the necessity to present the first copy of the bill of lading, provided that they are provided in a document form, subject to the provisions of point 52. The Contractor is obliged to perform the instructions provided to it in the above-mentioned form.
52. The Contractor is not obliged to perform instructions and to take into account changes in the transport agreement if the performance of these instructions is not possible or hinders the normal operation of the Contractor's enterprise. The performance of instructions within the time allowing the implementation of the originally commissioned transport, taking into account the additional time margin provided for in point 16 for unloading, shall not be considered as a disruption of the normal operation of the Contractor's enterprise.
53. If the necessity to perform the instructions or to change the original transport agreement has not resulted from circumstances for which the Contractor is liable, the Contractor is entitled to additional remuneration in proportion to the increased distance to be covered by the Contractor in order to perform the order. This remuneration is to be paid within the time limit specified for the basic remuneration. If, as a result of the performance of the instructions or change of the original transport agreement, the distance to be covered by the Contractor in order to perform the order is reduced, the remuneration is subject to the proportional reduction.
54. Within 24 hours after unloading, the Contractor is obliged to inform the Ordering Party by fax or e-mail about the actual date of unloading of the goods, specifying the order number. If there has been more than one place of unloading, the Contractor is required to indicate the date of unloading at the last place. In the case of a breach of this obligation by the Contractor, the Ordering Party has the right to charge the Contractor with liquidated damages of EUR 50 for each breach.

XIV. Transport documentation

55. The payment deadline is 50 days, unless the Agreement provides otherwise, and is calculated from the date of receipt of a correctly issued invoice and set of documents.
56. The invoice containing the Ordering Party's order number and the information about non-assignability of claims together with 2 original and confirmed copies of a neutral CMR containing a legible date, legible signature and stamp of the cargo recipient and the date of the consignment receipt, with completed fields no. 16 and 20 in accordance with the accepted order and 2 copies of all documents accompanying the consignment

(in particular Lieferschein), must be issued in the month in which the unloading took place and delivered within 14 days from the date of the unloading.

57. Failure to meet the deadline for delivery of the invoice together with documents shall result in charging the Contractor with liquidated damages of PLN 60 (if the remuneration under the agreement is expressed in Polish currency) or EUR 15 (if the remuneration under the agreement is expressed in foreign currency) for each day of delay or extending the payment deadline by 60 days at the Ordering Party's option. If the Ordering Party does not submit an appropriate statement before the payment deadline resulting from point 55, it shall be considered that the Ordering Party has decided to extend the payment deadline to 60 days.
58. In the case of transport to countries of the Commonwealth of Independent States, the following stamps are required in the CMR document: "TOWAR POSTUPIŁ" and "WYPUSK RAZRESZEN", as well as the date, signature and stamp of the recipient of the goods. Within 24 hours after unloading, the Contractor is obliged to send to the Ordering Party by fax or e-mail a CMR bill of lading for the purpose of the verification of the application of correct stamps.
59. If the customs procedure is performed in the course of the transport, the Contractor is obliged to send, together with the invoice, a document confirmed by the relevant Customs Office confirming its correct completion (e.g. SAD, EX1, T-1). Lack of these documents imposes on the Contractor the obligation to refund the Ordering Party all costs related to charges imposed on the Ordering Party by the customs office, the tax office or another entity.

XV. Subcontractors

60. The Contractor is obliged to perform the transport order in person. The Contractor may subcontract the performance of this Agreement to a third party only after obtaining the Ordering Party's consent in documented form or otherwise it is ineffective. A carrier who permanently cooperates with the Contractor is also considered to be a third party. If the Contractor violates the provisions of this point, the Ordering Party may charge liquidated damages in the gross amount of freight.
61. In the case of subcontracting this Agreement to a third party, the Contractor is obliged to select such an entity that:
 - a) has licences, concessions and/or permits for the performance of this type of activities required by law; and
 - b) has insurance that meets the requirements specified in point 3

62. In the case of ordering the transport of goods to a new carrier to which the Contractor has not previously ordered transport, the Contractor is obliged to check the reliability of the carrier by:

a) telephone contact with the carrier at the landline or mobile telephone number at its registered office and the telephone confirmation of the submission of an offer for transport or the acceptance of the order, while it is recommended that the Policyholder should establish the telephone number on its own (e.g. using the Internet resources) and write down the last name of the interviewer after the end of the phone call

b) verification of copies of documents received from the carrier:

- KRS number – on the website of the Ministry of Justice <https://ems.ms.gov.pl/>,
- tax identification number (NIP) and business identification number (REGON) – on relevant websites, e.g.: the website of the Central Statistical Office:

<http://www.stat.gov.pl> and/or the Central Register and Information on Economic Activity: <https://prod.ceidg.gov.pl> and/or INFOR:

<http://www.infor.pl/kalkulatory/regonnip.html>

- transport licences and/or permits for the performance of the occupation of road transport operator – on the Main Road Transport Inspectorate website:

<http://gitd.gov.pl/botm/index.php>

In the case of a foreign subcontractor, verification in the country of registration of the actual carrier, e.g. via the European e-Justice portal: https://e-justice.europa.eu/content_business_registers_in_member_states-106-pl.do or the European VAT register: http://ec.europa.eu/taxation_customs/vies/?locale=pl

c) a written or telephone confirmation in the insurance company in which the carrier entered into a carrier third party liability insurance agreement of the validity of this policy, the payment of premiums and the scope of insurance corresponding to a given order, with writing down the telephone number and the last name of the interviewer, the date of the interview and the first and last name of the confirming person; in the case of the insurance company's refusal to confirm the carrier third party liability insurance, the Insured is obliged to document this fact with a note containing the telephone number, date, first and last name of the interviewer and the reason for refusal, and in the case of impossibility to confirm the insurance for another reason, with a note containing the telephone number and the relevant justification.

63. In the case of subcontracting the performance of the ordered transport to a third party, the Contractor is obliged, in its agreement with the subcontractor, to ensure that the subcontractor complies with the provisions of the GTC, in particular in the scope of:

- the obligation to perform the transport in person,
- rules for the delivery of the consignment to recipients,
- securing the vehicle against burglary,

- the regulation of stops of the means of transport together with the cargo.
64. The Contractor is fully liable for its subcontractors, further subcontractors, as well as all persons performing the transport commissioned to the Contractor by the Ordering Party. The fact that persons described above are solvent does not affect the above liability. The Ordering Party may also submit recourse claims to the Contractor in a situation where the Contractor has not personally caused the damage.
65. In the case of damage to the transport or delay, the Ordering Party shall be entitled to charge the Contractor with costs of repairing the damage from the moment when it is called to redress it, also in the situation when it has not yet repaired the damage.
66. In international transport, while taking over the consignment and the bill of lading the Contractor performs it also on behalf of the Ordering Party and accedes to the original transport agreement as a successive carrier within the meaning of Article 34 of the CMR Convention under the terms resulting from the bill of lading, doing it both on its own behalf and on behalf of the Ordering Party. The provisions of points 64-65 of this Agreement modifies the regulations provided for in Article 37 of the CMR Convention.

XVI. Business secret and unfair competition

67. By accepting this order, the Contractor declares that it is aware that all data connected with the transport, such as: data of the sender, recipient, contractor of the Ordering Party, route and freight rates, constitute the Ordering Party's business secret.
68. During the performance of the agreement and for a period of 3 years after its completion, the Contractor undertakes to keep confidential all information constituting business secret and not to disclose it without the Ordering Party's prior written consent to any third parties, including other freight forwarders and carriers, and not to use it for purposes other than those resulting from this order, in the course of the agreement performance and for the period of 3 years after its completion. In the case of a breach of the above obligation, the Contractor shall be obliged to pay liquidated damages of EUR 10,000, with the reservation that these damages do not cover the situation described in point 69.
69. It is prohibited for the Contractor to make offers directly to the Ordering Party's customers or for the Contractor to carry out transport on their benefit without the Ordering Party's intermediation. Such conduct shall be deemed a breach of the obligation of business secrecy and unfair competition in relation to the Ordering Party.
70. The Ordering Party's client is understood as each entity at whose location the loading or unloading takes place during the performance of the order commissioned to the Contractor, each entity indicated in the bill of lading as the sender, recipient or carrier during the performance of the order commissioned to the Contractor, as well as each

entity about which the Contractor knows that it has commissioned the order for transport to the Ordering Party, subsequently entrusted to the Contractor. The Contractor's remuneration provided for in the Agreement made with the Ordering Party also covers the obligation to comply with the provisions of this point.

71. The submission of offers directly to the Ordering Party's clients or the performance of transport for them without the Ordering Party's intermediation by entities related to the Contractor personally or by capital shall be also considered as a breach of the obligation referred to in point 69.
72. The following entities are considered to be entities related to the Contractor personally or by capital:
 - entities holding more than 10% of shares in the Contractor's capital;
 - entities in which the Contractor holds more than 10% of shares;
 - entities which are partners with the Contractor in a partnership;
 - entities which are partners of the Contractor being a partnership;
 - members of the bodies of the Contractor being a joint-stock company;
 - ascendants, descendants, siblings and relatives up to the first degree of affinity of the Contractor and any of the entities described above.
73. The submission of offers directly to the Ordering Party's clients or the performance of transport for them without the Ordering Party's intermediation by the Contractor's subcontractors by whom it performed transport for the Ordering Party, with the reservation that it concerns only these clients of the Ordering Party for whom a given subcontractor performed transport under the implementation of the transport agreement commissioned to the Contractor by the Ordering Party, shall be also considered as a breach of the obligation referred to in point 69.
74. If the Contractor violates the obligation specified in point 69, the Ordering Party has the right to charge liquidated damages of EUR 100,000 for each breach.
75. The Contractor is prohibited from disseminating false or misleading information about the Ordering Party and/or the enterprise run by the Ordering Party. Information referred to above includes false or misleading information in particular about: persons managing the enterprise, goods manufactured or services provided, prices applied, economic or legal situation of the Ordering Party or status of the Ordering Party's obligations towards the Contractor or third parties. The above prohibition applies to the dissemination of information by all forms of communication, in particular by means of mass media, including electronic communication by means of websites, Internet forums, electronic mail, social media, professional specialised websites and professional freight exchanges. In the above-mentioned scope, the Contractor is obliged to demonstrate the accuracy of its statements.
76. The Contractor is prohibited from disclosing to third parties, including other freight forwarders and carriers, the Ordering Party's clients as well as senders and recipients

of consignments, any information regarding the status of settlements between the Ordering Party and the Contractor, including the amount of the Contractor's remuneration, payment deadlines, debt status and other financial information to which the Ordering Party is a party. The above prohibition does not apply to the provision of information to debt collection companies and professional attorneys for the purpose of carrying out debt collection activities, with the reservation that these entities do not have the right to make the above-mentioned information available to third parties, and the Contractor is liable for the breach of this obligation by these entities as for its own actions.

77. If the Contractor violates obligations specified in points 75 and 76, the Ordering Party has the right to charge liquidated damages of PLN 10,000 for each breach.

XVII. Liability and liquidated damages

78. If the Ordering Party is notified by the Contractor or the court about the initiation of court proceedings with the participation of the Ordering Party whose object is the correctness of performance of obligations related to the transport performed by the Contractor or liability for damage resulting from such transport, the Contractor is obliged to accede to such proceedings as an outside intervener on the part of the Ordering Party. In the case of a breach of the above obligation, the Contractor shall be obliged to pay liquidated damages of EUR 10,000.
79. The Contractor is liable towards the Ordering Party for any damage suffered by the Ordering Party as a result of the Contractor's breach of obligations specified in point 20. In particular, the Contractor shall be obliged to reimburse the Ordering Party for any amounts with which the Ordering Party has been charged by competent customs authorities as well as other entities in connection with the Contractor's breach of obligations.
80. The Contractor is liable towards the Ordering Party for non-compliance with the regulations referred to in point 2. In particular, the Contractor shall be obliged to reimburse the Ordering Party for any amounts with which the Ordering Party has been charged by competent authorities as well as other entities in connection with the Contractor's non-compliance with the regulations.
81. Regardless of the right to impose liquidated damages under the terms set out in point 82, in the case of non-performance or improper performance of the Agreement by the Contractor or withdrawal from the Agreement by the Ordering Party for reasons attributable to the Contractor, the Ordering Party is entitled to entrust the performance

of the Agreement in whole or in part to another entity, and the Contractor is obliged to cover the costs related thereto.

82. The Ordering Party is entitled to charge the Contractor with liquidated damages in the gross amount of freight in the case of:
 - a) delay in the delivery of the vehicle at the place of loading,
 - b) non-delivery of the vehicle at the place of loading,
 - c) non-performance of the transport obligation by the Contractor,
 - d) non-collection of all or part of the cargo for reasons attributable to the Contractor,
 - e) withdrawal by the Ordering Party from the agreement for reasons attributable to the Contractor,
 - f) breach by the Contractor of any of obligations expressed in points 5-10, 13-14, 19-24, 26-38, 40-43, 44(b), 45-52 and 58-63 with the reservation that the liquidated damages may be imposed separately for each breach.
83. In the case of delay in the delivery of the vehicle at the place of unloading, the Ordering Party reserves the right to charge liquidated damages:
 - in the case of domestic transport in the amount of twice the gross freight;
 - in the case of cabotage transport in the amount of three times the gross freight;
84. The total amount of liquidated damages resulting from the provisions of point 82 for one order may not exceed thrice the gross freight. If the Contractor is charged with liquidated damages for several breaches, the Ordering Party is not obliged to indicate the share of penalties for individual breaches in the total liquidated damages with which the Contractor has been charged and the liquidated damages are due if they are not higher than the sum of all liquidated damages due for individual breaches. Otherwise, the liquidated damages are subject to appropriate reduction.
85. In the case of obligations consisting in the performance, the Contractor is obliged to prove that the obligation has been performed and the Ordering Party is entitled to impose liquidated damages in each case if the Contractor does not provide evidence for the performance of the obligation.
86. In the case of non-performance of the Agreement by the Ordering Party, in particular the absence of goods for loading, the Ordering Party is liable for the Contractor's documented damage, however this liability may not exceed EUR 100 in the case of international transport and PLN 150 in the case of domestic transport.
87. The Contractor's obligation to pay liquidated damages provided for in the transport agreement made between the Ordering Party and the Contractor and the GTC must be performed regardless of the occurrence of the damage and does not exclude supplementary compensation under general principles.
88. The Contractor's liability for the compliance with obligations provided for in the transport agreement made with the Ordering Party and the GTC is a strict liability and is excluded in the case of force majeure or the Ordering Party's sole fault.

89. The Contractor's employees are not entitled to recognise any claims of the Contractor towards the Ordering Party or to recognise the Ordering Party's liability towards the Contractor in any scope, unless they submit a specific written power of attorney granted by a person authorised to represent the Ordering Party disclosed in the register of entrepreneurs of the National Court Register.
90. Charging the Contractor with any liquidated damages provided for in these Terms and Conditions or the submission to the Contractor of any claims in connection with non-performance or improper performance of the agreement authorises the Ordering Party to charge the Contractor with an administrative fee of EUR 100.
91. The Contractor is obliged to cover the costs of the Ordering Party's justified legal assistance related to the performance by the Contractor of the transport agreement made. The assistance granted particularly in the following scope shall be considered as justified legal assistance:
- a) pursuing justified claims against the Contractor for the performance or on account of non-performance or improper performance of the agreement,
 - b) defending the Contractor's unjustified claims.

The Ordering Party's costs referred to above also include costs of proceedings, especially legal representation in court proceedings, in the scope in which they were not awarded against the Contractor.

92. If the claims referred to in point 91(a) and (b) prove to be partially justified, the Contractor is obliged to cover the Ordering Party's costs in such a proportion in which the Ordering Party's position was finally justified.
93. The parties agree that the Contractor's gross negligence includes, in particular, such conduct and omissions on the part of the Contractor as:
- a) non-compliance with road safety rules,
 - b) use of a subcontractor despite the lack of Ordering Party's consent,
 - c) failure to verify the subcontractor as required by this order,
 - d) breach of the obligation to ask the Ordering Party for instructions arising from the law or the concluded agreement and these GTC,
 - e) failure to comply with the Ordering Party's instructions,
 - f) departure from the place of unloading without the Ordering Party's consent,
 - g) failure to take action to mitigate harm,
 - h) breach of the provisions of the agreement and these GTC on parking the vehicle and securing the goods against theft,
 - i) driving by persons without the proper authorisation and under the influence of alcohol or other drugs,
 - j) not verifying the content of the bill of lading, the condition of the goods and its packaging,

- k) commencement of transport despite being aware of the improper stowage, securing or packaging of the goods or of the impossibility of adequately securing the goods for the time of transport,
- l) handing over the goods to unauthorised persons.

XVIII. Settlements

- 94. If the Ordering Party submits a complaint on account of improper performance of the transport agreement, the deadline of payment for freight is suspended until the clarification of all doubts related to the determination of the extent and amount of the damage and the person liable for it, which may not take more than 120 days calculated from the date on which the obligation in question falls due. The suspension also applies to freight resulting from other transport agreements performed by the Contractor for the Ordering Party, provided that these GTC apply to them.
- 95. The Contractor gives its consent to have the Ordering Party's claims deducted from the Contractor's remuneration for services performed and any other amounts due to the Contractor from the Ordering Party, whereas the Ordering Party's claims to be deducted do not have to come from the same legal relationship as the Contractor's claims. Such a deduction shall be considered by the Parties as a normal way of the fulfilment by the Ordering Party of its liability. If the Ordering Party is entitled to claims in a foreign currency against the Contractor, and the Contractor is entitled to claims in Polish or foreign currency against the Ordering Party, the Ordering Party is also entitled to submit a statement on deduction, and the conversion of the Ordering Party's claims into the relevant currency is made according to the average exchange rate of the National Bank of Poland applicable on the day on which the Ordering Party submits the statement on deduction (before this statement is delivered to the Contractor).
- 96. Without the consent referred to in point 97, the Contractor shall not have the right to transfer (assign) to another entity or to make an offer to conclude such an assignment agreement with regard to the receivables to which it is entitled in relation to the Ordering Party on any account, in particular with regard to remuneration for the performance of the transport and undue performance of the agreement by the Ordering Party, including incidental receivables, in particular the receivables referred to in Article 10(1) and (2) of the Act of 8 March 2013 on the prevention of excessive delays in commercial transactions. In particular, it is not permissible to make an offer to conclude an assignment agreement, including through the publication of an advertisement on a debt exchange, before obtaining the Ordering Party's consent to the assignment.

97. No consent to assignment, in particular a consent made when placing a transport advertisement on the Trans.eu platform, is legally valid, unless it has been expressed in writing under pain of nullity. The consent may be granted only to a person authorised to represent the Ordering Party disclosed in the Register of Entrepreneurs of the National Court Register or a person holding a special power of attorney granted by a person authorised to represent the Ordering Party disclosed in the Register of Entrepreneurs of the National Court Register. Persons acting on the business premises of the Ordering Party who conclude an agreement with the Contractor shall not be entitled to give the consent, unless they fulfil the conditions referred to in the preceding sentence.
98. If the Contractor violates the provisions of point 96, in particular if it publishes an offer of the claim sale on the debt exchange, the Ordering Party shall be entitled to charge the Contractor with liquidated damages in the gross amount of freight resulting from the agreement being the basis for the claim which is or is to be the object of the assignment. In the case of signing or submitting an offer for the assignment of claims resulting from several agreements, the liquidated damages are cumulative.
99. The amount determined in the order is final, includes all costs related to the transport, e.g. permit for the transport of oversize cargo, costs of ferries, pilotage, costs of opening EX, costs of customs clearance, costs of escorted transport, etc. Other claims for the fees incurred shall not be taken into account with the exception of claims agreed previously with the Ordering Party and on the basis of original documents confirming them. If the transfer of the Contractor's remuneration is made to a bank account of a bank located outside the European Union, the cost of making the transfer shall be charged to the Contractor and shall reduce its remuneration.

XIX. Execution of the Agreement and its amendment

100. Taking any actions aimed at its implementation is also considered as the acceptance of the order conditions.
101. An order may be accepted only without reservations – the application of Article 68¹ of the Polish Civil Code in relation to these terms and conditions is excluded. The Contractor may not accept the order subject to any additional conditions or deadline.
102. If the Contractor returns to the Ordering Party the form of the order sent to the Contractor by the Ordering Party with deletions, changes or reservations, these deletions, changes and reservations shall be deemed ineffective and the offer shall be considered as accepted without reservations.
103. If the Contractor sends a counter-offer to the Ordering Party in response to the offer of an order sent to the Contractor by the Ordering Party, the Ordering Party reserves

that such an offer is not subject to Ordering Party's tacit acceptance, and its acceptance requires a confirmation in a documented form, otherwise being ineffective.

104. The content of the order and these General Terms and Conditions constitute the entire agreement in the scope of mutual rights and obligations, and prior negotiations concerning the content of the Agreement have no legal significance.
105. Any amendments and supplements to the agreement shall be made in documentary form under pain of invalidity, with the proviso that amendments and supplements to the provisions of points 16-18, 53 and 96-98 of the GTC shall be made in writing under pain of invalidity and may only be made by a person authorised to represent the Ordering Party disclosed in the Register of Entrepreneurs of the National Court Register or a person holding a special power of attorney granted by a person authorised to represent the Ordering Party disclosed in the Register of Entrepreneurs of the National Court Register. Persons acting on the business premises of the Ordering Party who conclude an agreement with the Contractor shall not be entitled to amend and supplement the provisions of clauses 16-18, 53 and 96-98 of the GTC, unless they fulfil the conditions referred to in the preceding sentence.

XX. Withdrawal from the Agreement and its termination

106. The Ordering Party has the right to withdraw from the Agreement without stating the reasons, however no later than before the planned loading date, while if the agreement provides for a specific period of time for loading, the withdrawal may take place no later than before the end of this period.
107. The Ordering Party has the right to withdraw from the Agreement for reasons attributable to the Contractor without calling for its performance if the Contractor declares that it does not perform the Agreement under the conditions specified therein. It also applies to the period before the date on which the vehicle is to be delivered for loading.
108. The Ordering Party has the right to withdraw from the Agreement for reasons attributable to the Contractor without calling for its performance in the case of the Contractor's delay in the delivery of the vehicle for loading.
109. The Ordering Party may exercise the right provided for in point 108 also before the date of the delivery of the vehicle for loading if it results from facts that the Contractor shall not be able to provide the vehicle for loading.
110. The Ordering Party may withdraw from the contract due to the fault of the Contractor without calling for its execution in the event of obtaining information on violation by the Contractor of the provisions of point 19 and 60. If the withdrawal from the agreement takes place after loading, the Contractor shall be obliged to return the

shipment at the place of loading and shall not be entitled to remuneration for the performed part of transport.

111. Withdrawal from the Agreement and its termination require a documentary form, otherwise null and void.

XXI. Protection of personal data

112. "These "General Conditions of Carriage" apply to the "Omida Group" - that is, a group of companies pursuant to Art. 4 point 19 of the GDPR, with the following companies in the co-administration model:

- Omida Logistics Sp. z o.o., Aleja Grunwaldzka 472C, 80-309 Gdańsk;
- Omida Group Spółka Akcyjna, Aleja Grunwaldzka 472C, 80-309 Gdańsk.

113. Omida Group S.A. as a leading company exercises control over personal data processing processes, identifies risks of personal data processing and appropriately sets security standards that provide adequate protection for all personal data processed within Omida Group.

114. Fulfilling the obligation specified in Art. 26 of the GDPR, we inform you that each of the Controllers independently fulfils their obligations with regard to the exercise of the data subject's rights and their obligations with regard to the provision of the information referred to in Art. 13 and 14 of the GDPR. In addition, each of the Controllers has a legitimate interest in transferring personal data within the group for internal administrative purposes, which also applies to the processing of personal data of customers and employees.

115. Omida Group has designated a single point of contact for all data protection issues. The Data Protection Officer can be contacted in writing at Aleja Grunwaldzka 472C, 80-309 Gdańsk with the notation "Data Protection Officer" and by email at iodo@omida.pl.

116. Services provided by Omida Group S.A. or Omida Logistics and its affiliates include the processing of personal data of data subjects on behalf of the Contractor. With respect to such personal data, Omida Group entities will act as Processor and Contractor will act as Controller.

117. This type of processing is subject to the *"Omida Group Data Protection Policy for International and Domestic Freight Forwarding, Logistics, Transport, Customs Agencies and Other Freight Handling Services"*, which is published on the Omida website: <https://omida.pl/pdf/dpp.pdf>

118. If the offer is accepted, this record containing the aforementioned reference shall qualify as a contract with a processor within the meaning of Art. 28 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the

protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

XXII. Final Provisions

119. In matters not regulated herein the provisions of Polish law shall apply, and in the case of international transport - additionally the CMR Convention, and in the case of cabotage transport - the regulations of the country in which the cabotage transport is performed in relation to rules of the transport agreement and the carrier's liability for non-performance or inadequate performance of the transport agreement, with the proviso that in relation to the time limitation period of the Contractor's claims for payment of remuneration for cabotage transport, the provisions of Polish law shall apply.
120. The invalidity of any provision of this Agreement shall not result in the invalidity of the entire Agreement.