

Terms and conditions of a transport order

1. The Carrier/Contractor is obliged to provide a V.A.T. invoice containing the order number along with the duly completed CMR document, standing cards, pallet receipts and any other documents involved in the transport, within 14 days from the date of unloading, to the Principal. In case of a failure to meet the above term, the term of payment will be postponed by another 45 days and the Principal will have the right to charge a contractual penalty of 50% of the value of the freight.
2. The Carrier/Contractor is required to have a valid carrier's liability insurance/forwarder's liability insurance, any licenses, permits, authorizations, certificates, etc., necessary for carrying out the transport specified in the order. By accepting the order, the Carrier/Contractor acknowledges possession of the required qualifications and permissions.
3. The Carrier/Contractor will be paid the remuneration specified each time in the order for the correctly performed service within 45 days, counted from the date of receipt of the V.A.T. invoice with the required transport documents to the address of the Principal's registered office.
4. The Carrier/Contractor is obliged to provide a vehicle that is roadworthy and suitable for the transport of the goods specified in the order (the load space must be suitably large, clean and free of odors). In case of transport performed in a refrigerator vehicle, the Carrier/Contractor is obliged to adjust the temperature in the semi-trailer to the requirements specified in the order before providing the vehicle for loading.
5. The Carrier/Contractor is required to check the conformity of the goods with documentation of the shipper and the transport order. In case of any discrepancies, the Carrier/Contractor must immediately notify the Principal and may not leave the place of loading without the Principal's consent. The Carrier/Contractor is responsible for the proper placement and securing of the goods in the loading area. In case of any damage or destruction of the goods, the legal and financial liability for any losses is borne by the Carrier/Contractor.
6. In case of the customer's complaint, the remuneration for the transport will be suspended by the time of closing the complaint procedure.
7. The Carrier/Contractor is not entitled to any additional remuneration for parking on Saturdays, Sundays and holidays, at border crossings and Customs Offices, as well as for waiting for loading or unloading up to 24 hours. After a specified time of waiting, the Carrier/Contractor will be entitled to charge a parking fee of EUR 50 per each started full day upon presentation of a properly completed standing cards.
8. In case of absence of the goods at the loading site, the Carrier/Contractor will be entitled to compensation of EUR 50 for providing the vehicle.
9. The Carrier/Contractor is obliged to strictly respect the dates/times of loading and unloading specified in the order. Any delay in the provision or a failure to provide a vehicle to the loading or unloading site will be treated as improper execution of the order and a breach of the conditions set out therein, which will result in charging a contractual penalty of up to the value of the freight. In case of loading and unloading marked as a FIX term, the Principal will have the right to charge the Carrier/Contractor with a contractual penalty of EUR 150 for each commenced hour of delay, or if the value of the loss incurred by the Principal exceeds the amount of the contractual penalty, the Principal reserves the right to claim compensation for their losses.
10. The Carrier/Contractor is responsible for exchanging or returning pallets within the time specified in the order.
11. Failure to send a written refusal by fax or e-mail within 30 minutes from the moment of sending the order by the Principal results in the acceptance of the order for the execution on the terms

and conditions set out therein. Those terms and conditions are final and are an integral part of the order. Conditional/partial confirmation of the order by the Carrier/Contractor does not change the original terms and conditions of the order. In case of cancellation or refusal to execute the order after the time of 30 minutes after sending the order by the Principal, the Carrier/Contractor will be charged with the difference in the cost of freight resulting from the fact of placing an order with another subcontractor.

12. The Carrier/Contractor is obliged to check the actual status of the transport documentation necessary for the transport execution that is required for completion of any customs procedures on exportation/importation of goods from/to the European Union as well as during a transit, when the transport order so specifies. In case of any deficiencies in the documentation the Principal needs to be notified immediately. Any deviations from the lawfully defined rules for the transport that includes customs goods will be regarded as improper performance of the transport order and will result in a contractual penalty of 50% of the value of the freight. The Principal reserves the right to transfer any costs of non-compliance with the customs clearance procedures onto the Carrier/Contractor.
13. Additional loading and reloading is forbidden without the prior written consent of the Principal on pain of a contractual penalty up to the value of the freight.
14. The Carrier/Contractor may not subcontract execution of the order to any third parties without the written consent of the Principal. In case of a breach of the provisions of this point, the Carrier/Contractor will be charged with a contractual penalty up to the value of the freight.
15. The Carrier/Contractor is obliged to protect the interests of the Principal and comply with the principles of fair competition. Any information or data contained in the order are confidential and may not be used or disclosed during or after the execution of the order. In case of a breach of the provisions of this point, the Principal will be entitled to charge the Carrier/Contractor with a contractual penalty of EUR 25,000.
16. All and any disputes arising from the placement or execution of the order will be settled by a court of jurisdiction for the Employer's registered office. In any matters not covered by this order, the provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR) and the Civil Code shall apply.