

**DOMESTIC AND INTERNATIONAL
CONDITIONS OF CARRIAGE**

I. GENERAL CONDITIONS

1. The Conditions of Carriage specified in this document are an integral part of the transportation contract and apply unless otherwise specified in the Transport Order.
2. At the request of EURO-SOLUTION, the Carrier has an obligation to provide copies of documents confirming the right to carry out transportation of goods (including a policy confirming the conclusion of a third-party insurance contract), copies of documents confirming the right to represent the Carrier (including an excerpt from the register of entrepreneurs of the National Court Register (KRS), a decision confirming registration in the Business Activity Register), and other documents related to transportation or necessary to conduct payment settlement.
3. The Parties agree to limit the liability of EURO-SOLUTION to actual material damage (excluding lost profits).

II. SETTLEMENT OF PAYMENT

1. The conditions of freight settlement are specified in the Transport Order.
2. Payment for freight is made solely via bank transfer to a bank account. The date of payment shall be the date on which the bank account of EURO- SOLUTION is debited.
3. Remuneration may be paid using the split payment mechanism.
4. Payment of freight shall be made on condition that the carrier's bank account stated on the invoice is included on the list of VAT taxpayers maintained by the Head of the National Revenue Administration, pursuant to Article 96 b section 1 of the VAT Act (the "white book of VAT taxpayers"), unless the carrier is not registered as an active VAT taxpayer.
5. If, on the day of payment, the Carrier's bank account is not on that list, EURO- SOLUTION will be entitled, at its discretion, to:

- a) direct payments to a bank account specified by the Carrier and at the same time to notify the competent tax authority accordingly, or
 - b) direct the payment to any other bank account of the Carrier appearing on the list and at the same time to notify the Carrier of its intention to do so.
4. If the Carrier's bank account is not included on the list maintained by the Head of the National Revenue Administration on the day on which payment is made, and if there is no other bank account in the list to which the payment can be transferred, EURO- SOLUTION shall be entitled to withhold the payment. Once this is determined, the Party withholding the payment shall immediately notify the other Party of this fact and the reasons for suspension.
 5. The Carrier undertakes to immediately place the proper bank account on the list maintained by the Head of the National Revenue Administration and notify EURO- SOLUTION accordingly, and EURO- SOLUTION shall execute the payment within not more than three business days from the day of receiving the notification, unless on the day of payment the situation referred to in section 4 above arises again.
 6. The carrier undertakes, in cases referred to in section 4 and 5, not to pursue any claims on grounds of delay of such payment (*pactum de non petendo*).
 7. Should the Carrier fail to comply with the obligation referred to in section 5 above, EURO- SOLUTION will be entitled to charge the carrier a contractual penalty. The contractual penalty shall be calculated for each day of delay in performance of the obligation at the statutory rate for default interest in commercial transactions, increased by 40 EUR according to the mid-rate of exchange announced by the National Bank of Poland from the last business day of the month preceding the month in which the deadline for payment of the carrier's receivables expired.

III. SPECIFIC CONDITIONS OF CARRIAGE

1. **THE CARRIER SHALL ENSURE THAT STAMPS AND LEGIBLE SIGNATURES ARE PLACED ON EACH TRANSPORT DOCUMENT, IN PARTICULAR WAYBILLS (CMR, LIEFERSCHEIN). DOCUMENTS THAT DO NOT BEAR LEGIBLE SIGNATURES AND STAMPS SHALL BE CONSIDERED INCORRECT AND THEIR DELIVERY SHALL HAVE THE EFFECT DESCRIBED IN POINT II. 2. IN SUCH A CASE, THE CARRIER UNDERTAKES TO DELIVER, BY ITS OWN EFFORTS AND AT ITS OWN EXPENSE, CORRECTLY COMPLETED, SIGNED AND STAMPED DOCUMENTS.**
PLEASE BE ADVISED, THAT WE REQUIRE TO HAVE ALL DOCUMENTS FROM OFFLOADING AND DELIVERY PLACE (CMR, POD, LIEFERSCHEIN) TO BE STAMPED AND SIGNED. DOCUMENTS WITHOUT STAMP AND SIGNATURE WILL NOT BE ACCEPTED AND PAYMENT WILL BE HOLD ON.
2. The carrier has an obligation to perform the carriage with the utmost care resulting from the professional nature of its activity, as well as in accordance with the applicable provisions of Polish and international law, in particular the provisions of international conventions and

road transport regulations. Furthermore, the carriage should be carried out in accordance with the regulations concerning road traffic rules and customs procedures in the countries where the carriage is performed.

3. The carrier has an obligation to observe the employment regulations, in particular the regulations on remuneration and working time of drivers, in force in the area where the carriage is performed.
4. The carrier shall indemnify EURO-SOLUTION against all claims, including administrative fines and penalties, damages, charges, costs (including court fees), resulting from non-compliance with the provisions referred to in sections 2 and 3 above.
5. The carrier declares that it holds a license to carry out road freight transport, up-to-date technical tests, and all necessary permits required to properly perform the contract.
6. The carrier is required to have a valid and paid-up a carrier third-party liability insurance policy or a forwarder third-party liability insurance policy, which includes contractual carrier liability, which will meet the following conditions as a minimum:
 - a) the insurance must cover the goods for which EURO-SOLUTION places an order for transportation,
 - b) the guarantee sum shall not be less than EUR 200,000.00 per event,
 - c) the insurance cover must be valid throughout the area in which the carriage is carried out,
 - d) the insurance must also cover damage caused by theft or robbery.
7. The carrier may entrust performance of transport operations to its employees. At the request of EURO-SOLUTION, the Carrier shall present documents confirming existence of an employment relationship.
8. Entrusting the performance of the carriage to entities other than those specified in section 7 above requires the prior consent of EURO- SOLUTION, which shall be given in writing or shall not be valid. If carriage is entrusted to third parties in violation of the rule specified in the preceding sentence, the Carrier shall pay EURO-SOLUTION a contractual penalty of the value of freight specified in the preliminary part of the Transport Order.
9. When the performance of the carriage is entrusted to other persons pursuant to sections 7 or 8 above, the Carrier is liable for the acts or omissions of such persons as for its own acts or omissions.
10. The Carrier undertakes to provide to EURO-SOLUTION the personal data of the person who will be appointed to perform carriage operations, in particular the name and surname of the

driver, series and number of the driver's identity card, mobile phone number and residential address, and also the data of the vehicle used for carriage. Such data should be provided at the latest in the confirmation of receipt of the Transport Order. A change of a vehicle and the driver requires the prior consent of EURO-SOLUTION. The consent must be given as a minimum in documentary form, otherwise shall not be valid.

11. The carrier or the person performing the carriage on its behalf must have a functioning mobile phone and ensure that it can be used to make and receive calls throughout the period of carriage.
12. The carrier has an obligation to secure the consignment on the vehicle as required by law, especially under the Regulation of the Minister of Infrastructure on the method of cargo transportation (Journal of Laws of 2018, item 361) and in the manner specified in this Transport Order.
13. The carrier may not load other goods onto the vehicle designated for transport, reload the consignment onto another vehicle, or maneuver the cargo during transport, without prior consent of EURO-SOLUTION. The consent must be given as a minimum in documentary form, otherwise shall not be valid. In the case of violation of the prohibition specified in the preceding sentences, the Carrier will pay EURO-SOLUTION a contractual penalty of half of the freight value specified in the preliminary part of the Transport Order.
14. The failure to meet the loading or unloading deadline for reasons beyond the Carrier's control or control of persons the Carrier hired to perform the carriage, should be immediately reported to EURO-SOLUTION. The notification should be made in writing, by phone (including fax), in electronic form or by SMS. These circumstances should be confirmed by the sender or the consignee respectively, on the original stopping card, failing which the Carrier will be liable for delay and the stopover will not be acknowledged.
15. In the event of a delay in the delivery of a means of transport for loading, the Carrier will pay EURO-SOLUTION a contractual penalty of the value of the agreed freight, if the delay resulted in cancellation by the customer (sender) of the order placed with EURO-SOLUTION. EURO-SOLUTION may claim compensation exceeding the amount of the contractual penalty.
16. Before the Carrier begins carriage, it has an obligation to check the quantity (including weight) and quality of goods, and if it is not possible to count the goods during loading or unloading, or if there are any discrepancies, the Carrier will also note this on the consignment note, with reasons, and draw up an appropriate protocol. Moreover, all circumstances which influenced or could have influenced the course of events during carriage must be noted in the consignment note. The circumstances referred to in the preceding sentences should be reported to EURO-SOLUTION immediately as a minimum in documentary form.

17. The Carrier has an obligation to note in the consignment note any missing or damaged goods, as well as changes to any data given on that note, including in particular a change in place of loading or unloading. If necessary, the Carrier undertakes to secure any evidence that may affect the scope of EURO-SOLUTION's liability or affect its rights towards third parties, as well as to record the state of affairs in the form of photographs.
18. The carrier is obliged to immediately notify EURO-SOLUTION about:
 - a) any obstacle to execution of the transport order, in particular an expected delay in delivery of the goods,
 - b) a technical failure of the means of transport and checks and detentions of the means of transport by administrative authorities, including customs and police authorities,
 - c) inconsistencies regarding the quantity and condition of cargo, missing documents, etc.,
 - d) completion of unloading of the goods.
19. In cases of a breakdown of a vehicle or other problems with delivery of a vehicle for loading, in particular delays in unloading from a previous order, the Carrier is obliged to immediately provide a substitute means of transport at his own expense. Should the Carrier be unable to do so, EURO-SOLUTION shall be entitled to arrange a substitute vehicle at the Carrier's expense.

IV. REQUIREMENTS FOR THE MEANS OF TRANSPORT.

1. The carrier has an obligation to ensure that the means of transport used to perform the carriage complies with the requirements set out in the legal regulations in force in the area where the carriage is performed. The means of transport should be in proper technical working order, clean, dry and free from undesirable odors that could contaminate or otherwise damage the transported goods. A vehicle should be equipped with a proper lock to enable a seal to be affixed on the load platform, and correctly functioning locks preventing access to the goods from outside and preventing the goods from falling out during the carriage. EURO-SOLUTION reserves the right to check the condition of the vehicle at any time from the moment of conclusion of the contract of carriage to the moment unloading of the goods is completed.
2. If the goods are to be transported at a controlled temperature, the Carrier has an obligation to provide a vehicle equipped with a correctly functioning temperature control device, with certifications issued not later than one year from the date of conclusion of the contract of carriage. The Carrier has an obligation to maintain the temperature inside the load platform within the limits specified by EURO-SOLUTION or by the sender. At the request of EURO-SOLUTION, the Carrier shall submit a printout from the carriage temperature control device.
3. If the Carrier provides, for the purpose of loading, a means of transport that does not meet the requirements specified in legal regulations or in the Transport Order, the sender of the consignment shall be entitled to refuse to load the goods. In such a case, EURO-SOLUTION shall be entitled to charge the Carrier a contractual penalty of the value of the agreed freight.
4. The carrier has an obligation to ensure that the distribution of goods on the vehicle does not lead to axial overbalance and that the vehicle together with the transported goods does not

exceed the permissible vehicle weight. The Carrier shall be solely responsible for properly securing the goods to prevent free movement inside the vehicle, as well as for exceeding the permissible weight of the vehicle and the permissible axle loads.

5. The Carrier must have all necessary documents in the vehicle, including, in particular, a valid driving license, a vehicle registration card, a document confirming the conclusion of a civil liability insurance contract, and documents confirming the right to carry out activities in the field of transport, and if such documents have been issued to the Carrier - also documents confirming the type of transported goods and their origin.
6. The Carrier must have, permanently fitted in the means of transport, devices used to fasten the load and secure it on the load platform, in particular: lashing straps, anti-skid mats, and aluminium struts.
7. When carrying out the carriage of dangerous goods, the Carrier must comply with the requirements of the European Agreement concerning the Carriage of Dangerous Goods by Road (ADR), done at Geneva on 30 September 1957 (Journal of Laws of 2013, item 815).

V. STOPOVERS

1. No additional remuneration shall be payable for loading or unloading time or waiting time for loading or unloading, provided that it does not exceed 24 hours in the countries of the European Union and 48 hours in the countries of the former USSR, in the UK and Turkey, or if a stopover falls on days considered as public holidays at the place of loading or unloading.
2. No additional remuneration shall be payable for waiting time associated with the completion of customs formalities or other procedures provided by law.
3. Subject to section 1 and 2 above, EURO-SOLUTION shall pay a demurrage fee of EUR 100 (one hundred euro) per each commenced day for the time of stoppage which occurred for reasons beyond the Carrier's control. However, the fee shall not be due if the stopover occurred on a Saturday, Sunday or on days which are considered statutory holidays at the place of stoppage.
4. All stops should be confirmed in the CMR or on the parking card. Stopovers that are not confirmed will not be recognized and will not constitute a basis for charging a demurrage fee.
5. Stopover in the vehicle with the transported goods may only take place in guarded car parks. Stopover of the vehicle together with the goods is allowed at a car park at a 24-hour petrol station, motel, hotel or customs office, which are located on the route of transport on international or national class roads (marked with one, two or three digits) and provided that the Carrier does not leave the means of transport unattended for more than 60 minutes.

6. Paragraph 4 above shall not apply if the stoppage is due to necessity to:
- a) receive or deliver goods,
 - b) complete financial and customs formalities connected with performance of the carriage,
 - c) wait in car parks at border crossing points,
 - d) call for assistance in the event of a breakdown or road traffic accident and provide assistance to victims of such accidents,
 - e) comply with the law (vehicle inspection by the police, working time regulations for drivers),

provided that the Carrier remains in the vehicle or close to the vehicle.

7. It is absolutely prohibited to make a stop in the vehicle in dangerous places, particularly in forest areas or undeveloped or insufficiently lit places.
8. When leaving the vehicle, the Carrier must take with them the transport documents, close all windows and activate all security locks, and activate the existing security devices in the vehicle.
9. The carrier should avoid driving on roads that pass through areas where habitats for illegal immigrants exist or where incidents have been reported of break-ins by illegal immigrants into vehicles.
10. After each stop, the Carrier has an obligation to check the condition of the vehicle in order to determine whether illegal immigrants might have broken into the vehicle, as well as whether the transported goods might have been stolen. In order to do so, the Carrier should in particular check the existence of possible damage to the vehicle (e.g. cutting of the tarpaulin, etc.), the condition of the security devices (e.g. padlocks, chains, security cords, etc.), the condition of the chassis and the roof of the vehicle, and if the type of transported goods allows it - also the condition of the cargo platform.
11. If it is found that illegal immigrants have broken in, or theft or any other criminal event is discovered, the Carrier must notify the police authorities immediately and cooperate with them in investigation of the matter. Furthermore, the Carrier has an obligation to draw up an appropriate protocol and record the ascertained state of affairs, in particular by taking photographs and taking down details of witnesses.
12. The Carrier has an obligation to immediately notify EURO-SOLUTION about any case described in section 10 above and to provide EURO-SOLUTION with the information and materials in its possession, in particular the drawn up protocol, photographs, and materials received from police authorities.

VI. PERSONAL DATA.

1. Upon concluding a contract of carriage, the Carrier provides EURO- SOLUTION with personal data of its own or its employees (persons cooperating on some other legal basis). With regard to its own data, the Carrier consents to the processing of its personal data to the extent necessary to perform the contract, settle payments, and for marketing purposes, including for the purpose of making future offers to conclude a contract of carriage.
2. With regard to personal data concerning employees (persons cooperating with the Carrier) or other third parties, on the basis of Article 28 of Regulation (EU) No. 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation), the Carrier hereby entrusts EURO- SOLUTION with the processing of personal data of these persons, provided in the contract or during negotiations preceding the conclusion of the contract. This applies in particular to first and last names, telephone numbers, and e-mail addresses. The Carrier undertakes to obtain the consent of these persons to the processing of personal data by EURO- SOLUTION.
3. EURO- SOLUTION will process personal data for the sole purpose of fulfilling its obligations under this Agreement.
4. EURO- SOLUTION will process Artists' personal data exclusively for the duration of the Agreement and for the period after the termination or expiration of the Agreement to the extent necessary to assert claims resulting from the Agreement.
5. Taking into account the state of the art, the cost of implementation, and the nature, scope, context and purposes of processing of personal data and the risk of violation of data subjects' rights, EURO- SOLUTION will provide technical and organizational measures appropriate for the type of data and the risk of violation of data subjects' rights.
6. The Parties declare that personal data made available during the term of the Agreement are provided based on the legitimate interest of the Parties or with the consent of the data subject.
7. The Carrier acknowledges that the controller of personal data is Euro-Solution sp. z o.o. with its registered office in Suchy Las, ul. Klonowa 5, 62-002 Suchy Las, Poland.

VII. FINAL PROVISIONS

These Conditions shall enter into force on 1 January 2021.

