General Terms and Conditions of the Order – Transport Eagles Sp. z.o.o

1. These General Terms and Conditions of the Order (hereinafter: GTP or General Terms and Conditions) define the rules for concluding and performing contracts for the carriage of goods, which apply in relations between Transport Eagles Sp. z.o.o, VAT Number (NIP): PL 944-228-17-27 with its registered office in Warsaw 03-216 , ul. Modlińska 6a/120, hereinafter referred to as the Principal, and the Carrier (entrepreneur engaged in the provision of transport or forwarding services), to whom the Principal orders the performance of domestic or international road transport of goods.
2. The carrier should have all the documents and meet all the requirements set out in applicable regulations, including foreign law, applicable on the route of transport. The carrier must be insured against the carrier's civil liability, with a guarantee sum for one event not lower than the value of the transported goods or for the amount or equivalent of EUR 200,000.00 in international transport and EUR 100,000.00 in domestic transport, if the value of the goods is not specified in the order .
3. Stops only in guarded car parks. We recommend stopping in car parks designated by the IRU (International Road Transport Union) [https://www.iru.org/apps/transpark-app].
4. In the case of routes to/from Great Britain and Ireland, it is forbidden to stop at a distance of at least 250 km from the coast, the driver is obliged to check the list after loading, at the last stop before entering the ferry, before the ferry itself and after leaving the ferry.
5. In the case of an order involving the exchange of pallets, a pallet receipt confirming the exchange of the number of pallets agreed in the order is mandatory. Failure to exchange or return the pallets (up to 3 weeks from the date of unloading) to the indicated place will result in a penalty of 20€/for each pallet. Each time you should make sure with Transport Eagles Sp. z.o.o that the return of pallets is possible, otherwise the penalty for each pallet will be 20 €.
6. The carrier's vehicle must have current technical inspections and the necessary documents confirming the efficiency of the vehicle to perform the transport. The loading space must be clean, dry and free from foreign odours. It is forbidden for third parties to stay in the cabin of the vehicle directed by the Carrier to perform the order. In the event of a breach of any of the above obligations, the Carrier is obliged to pay the Principal a contractual penalty in the amount of freight and return all penalties, fees and sanctions imposed in this respect by state authorities or contractors of the Principal.
7. The driver may not be after or under the influence of alcohol (including after using alcohol or intoxicated according to the provisions of Polish law) or an intoxicant or a substance having an effect similar to alcohol and is obliged to comply with generally applicable regulations in this regard in the territory of the country where the order from the Principal is performed, the provisions of law, the Carrier authorizes the Principal and persons designated by him to carry out an alcohol test for the driver during the execution of the order and during loading and unloading. In the event of a breach of any of the above obligations, including the driver's refusal to undergo an alcohol test, the Carrier is obliged to pay the Principal a contractual penalty in the amount of freight and return any penalties, fees and sanctions imposed in this respect by state authorities or contractors of the Principal.
8. The driver is obliged to comply with all rules and regulations in force at the premises where the loading and unloading of goods will take place as part of the order from the Principal. In the event of a breach of any of the above obligations, the Carrier is obliged to reimburse the

Principal for any penalties, fees and sanctions imposed in this respect by the Principal's contractors.

9. Without the consent of the Principal, the Carrier may not subcontract the accepted order in whole or in part under pain of a contractual penalty in the amount of the agreed net freight for each identified case of unauthorized subcontracting of a transport service.
10. The Carrier does not have the right to make additional loading of the consignment not indicated in the order without the prior written consent of the Customer, under pain of charging it with a contractual penalty in the amount of the agreed freight. The Carrier is also not entitled to reload or stack the goods without the prior written consent of the Customer - under pain of a contractual penalty in the amount of the agreed net freight.
11. The contract for the carriage of goods is considered concluded when the Principal receives confirmation of the Carrier's acceptance of the order for execution, e.g. by fax, e-mail, electronic communicator. No written refusal to accept the order within 1 hour means that it has been accepted.
12. The Carrier is obliged to check whether the data presented to him in the order are correct, exhaustive, feasible and understandable, and in the event of finding any irregularities or inaccuracies, the Carrier is obliged to immediately notify the Principal of this fact, under pain of losing the right to refer to them in future.
13. Full protection of the client of the Principal's company applies. min. prohibition of contacting the Carrier with the client of the Principal before, during and for a period of 3 years after the service for any reason. Any doubts, questions and possible disputes, the Contractor directs only to the Principal under pain of charging a penalty three times the value of the order's freight. In the event of direct talks or implementation of competitive actions, we reserve the right to compensation in the amount of EUR 100,000.
14. The Carrier's driver must have a mobile phone or other means of communication and send information about the status of the order and the place where he is until 9.00 a.m. at the latest every day. In the event of failure to comply with this requirement, the Principal will charge the Carrier with a contractual penalty of EUR 50.00 (fifty euro) for each failure to report.
15. The Carrier is obliged to provide a means of transport for loading or unloading the shipment on time, at the time and at the place designated by the Principal. In the event of a breach of the above obligation, the Principal shall have the right to claim from the Carrier the payment of a contractual penalty: a) for delay in providing the means of transport for loading or unloading in the amount of EUR 150.00 (one hundred and fifty euros) for each commenced hour, whereby the contractual penalty cannot exceed the amount of the agreed freight; b) for failure to provide a means of transport for loading in the amount of 100% of the agreed net freight rate. Notwithstanding the foregoing, the Principal shall be entitled to claim from the Carrier all amounts (including contractual penalties) charged by its principal for delay in providing the means of transport for loading or unloading or failure to provide the means of transport.
16. Free of charges 24h for loading / 24h for unloading and final customs clearance. Charge-free weekends. The condition for charging fees is immediate contact and giving the reason for the stoppage, as well as presenting the original stoppage card with the stamp of the shipper (unloader), U.C. Downtime - EUR 100.00 per day.
17. When loading the shipment, the carrier is obliged to exercise the utmost care in order to unambiguously determine whether all the goods indicated in the content of the transport order or the documents accompanying the shipment (lieferschein, WZ, specification, etc.) have been loaded, whether the goods and packaging are intact and enter any damages, shortages or other reservations in the bill of lading. The carrier is obliged to properly arrange and secure the goods on the means of transport so that safe transport is ensured, the load is prevented from moving during transport and the parameters resulting from the regulations in force on the transport route and the technical data of the vehicle are not exceeded (axle load,

total weight of the set). The Carrier is obliged to immediately inform the Principal about any discrepancies, from the place of the discrepancy.

18. If it is found that the Carrier is liable for damage or shortages in the shipment or failure to perform other obligations arising from the order or the General Conditions, whether through its own actions or omissions, as well as as a result of actions or omissions of persons for whom it is responsible, The Principal is entitled to withhold the payment of the agreed freight until the end of the claims settlement procedure by the insurance company with which the Carrier concluded a third-party liability insurance contract or until the Carrier clarifies the disputes, responds to the complaint or request for payment and returns the attached documents.
19. If the Carrier entrusts the performance of the contract to third parties, the Carrier shall be liable to the Principal for the acts or omissions of these third parties as for its own acts or omissions in the entire scope covered by the order and these General Terms and Conditions
20. In the event of damage or shortages in the shipment, in order to clarify all the circumstances related to its occurrence and determine possible liability, the carrier is obliged to immediately provide the Customer with the following documents and information:
    a) a license to perform domestic/international road transport,
    b) liability insurance policies,
    c) a written statement of the driver regarding the circumstances of the damage,
    d) photos from the scene of the event,
    e) the driver's driving license,
    f) vehicle/semi-trailer registration certificate,
    g) recording from the tachograph, recording from GPS under pain of being charged with a contractual penalty in the amount of the agreed freight.
21. Obstacles beyond the control of the Carrier or another person acting on his behalf (orders of the authorities, natural accidents, strikes, etc. and other referred to as force majeure) preventing the performance of all or part of the Carrier's obligations, release him from liability for the duration of these obstacles timely execution of the order. However, the Carrier should notify the Principal of the occurrence of these obstacles without delay under pain of a contractual penalty in the amount of EUR 100.00 (one hundred euros).
22. All information of economic value obtained by the Carrier in connection with the performance of the contract, including individual orders, and in particular information regarding the organizational, financial and commercial conditions contained in the contract between the Principal and the Carrier are confidential information and may be used by the Carrier and entities for which he is responsible only for the purpose of performing the order given to the Principal. The Carrier will maintain the strictest confidentiality with respect to all the above-mentioned information within 3 years from the date of the last order, under pain of being charged with a contractual penalty of EUR 100,000.00 (one hundred thousand euros) for each case of unauthorized disclosure of confidential information.
23. The Carrier or his subcontractor, within two years from the date of accepting a given order, has no right to offer or provide directly or indirectly (on order or through related or related persons or entities related by capital or person with him or related or related persons) transport services or forwarding services to entities indicated to the Carrier in a given order or to third parties related in any way to the execution of a given order (principals of Transport Eagles Sp. z.o.o, senders or recipients) under pain of withholding all payments and charging the Carrier with a contractual penalty in the amount of EUR 50,000.00 (fifty thousand euros).
24. After each transport, the Carrier is obliged to provide transport documents in accordance with the method indicated in the transport order (original documents or scan). If the order specifies original documents, they should be delivered no later than 14 days from the date of unloading, and if the order specifies scans of documents, they should be delivered within 24 hours from the date of unloading. The set of documents consists of: an invoice and

documents confirming the performance of the transport (in particular waybills, goods specifications, WZ documents, lieferschein, etc. confirmed by the recipient). In the event of a breach by the Carrier of any of the above-mentioned obligations, a contractual penalty of €50 (fifty euros) will be charged. The contractual penalty is charged separately for each breach. The payment deadline will be counted from the date of receipt by the Ordering Party of the invoice together with a set of documents confirming the performance of the transport.

25. If the transport order requires the delivery of only scans of documents confirming the performance of the transport (in particular waybills, goods specifications, WZ documents, lieferschein, etc. confirmed by the recipient), then the Carrier is obliged to store the originals of these documents for a period of 6 years from day of unloading and to present them at each request of the Principal. If the original documents referred to in this point are not presented, the Carrier shall be obliged to pay a contractual penalty of EUR 2,500 (in words: two and a half thousand euros) for each case of failure to submit documents confirming the performance of the transport related to a given transport order.
26. In the case of exceeding the deadline of 14 days for sending the originals to the company's branch in Warsaw, a penalty of €20 and an extension of the payment deadline to 90 days.
27. Without obtaining the Principal's prior consent in writing under pain of nullity, the Carrier has no right to transfer (assign) to another entity receivables (including banks, insurance companies, factoring companies or natural or legal persons) due to it from the Principal under the title of the transport performed. If the Carrier does not obtain such consent, and the factor account appears on the Carrier's invoice, the invoice in question will be sent back to the Carrier without its approval.
28. In the event that the order or these General Terms and Conditions reserve the obligation to pay a contractual penalty by the Carrier, the Principal is entitled to claim compensation exceeding the amount of this contractual penalty, if the value of the damage exceeds the stipulated contractual penalty. If the contractual penalty has been reserved in Euro, the Principal is entitled to claim the contractual penalty in Euro or in Polish zlotys according to the average exchange rate of the National Bank of Poland for Euro on the day preceding the date of issuing the invoice or debit note. The Principal is also entitled to claim compensation from the Carrier on general terms in cases other than those for which contractual penalties have been reserved.
29. The Contractor may cancel the accepted order no later than 48 hours before the planned loading without incurring additional costs. Otherwise, or if the car is not provided, the Contractor shall bear the cost of resignation from the order in the amount of 20% of the freight.
30. The content of the order or these General Terms and Conditions repeals, in the event of contradictions or doubts, prior arrangements between the Customer and the Carrier. The Principal is not responsible for the effects of additional instructions given by persons other than the Principal or its authorized employees.
31. In the event of discrepancies between the provisions of the order and these General Terms and Conditions, the terms of the order shall apply.
32. Any disputes arising from contracts to which these General Terms and Conditions apply shall be settled by a common court competent for the seat of the Principal.
33. In the absence of a different agreement between the parties, the agreements to which these General Terms and Conditions apply shall be governed by Polish law.