



Lodz, 20.10.2021

INTERTRANS Sp. z o.o.
z siedzibą w Łodzi
92-517 Łódź, ul. A. Sacharowa 89, lok. 59
NIP 7282204176 REGON 472034915
KRS 0000086457

These **GENERAL CONDITIONS OF CARRIAGE** (*hereinafter the GCC*) are an integral part of the Contract for the carriage of goods concluded between Intertrans Sp. z o.o. based in Łódź (*hereinafter the Carrier*), and the commissioning party (*hereinafter: the Principal*) for road transport of goods, both domestic, international, and cabotage (*hereinafter: Transport Contract/Order*).

I. INTRODUCTORY PROVISIONS

1. The GCC constitute the rights and obligations of the Carrier and the Principal in connection with the performance of the Contract for the carriage of goods and comprise its integral part, without the need for their separate approval.
2. Before the conclusion of the Contract, the Carrier is obliged to inform the Principal about the content of the GCC in force on the date of concluding the Contract or to provide the GCC's content or access to it.
3. Any changes to the provisions of the GCC require the express consent of the Carrier expressed in writing, otherwise null and void.
4. In the event of a conflict between the provisions of the Carrier's GCC and the provisions of the Contract or Contractual templates used by the Principal, when determining the content of the relationship between the Parties, the contradictory provisions shall be ignored.
5. The parties agree that Contracts for the transport of goods shall be concluded using means of distance communication, including electronic messages, under the conditions described in the Transport Order. In order to effectively conclude a transport Contract, the Transport Order must specify:
 - 1) Date and place of loading along with the Sender's designation and address details
 - 2) Date and place of unloading along with the Consignee's designation and address details
 - 3) Data of persons authorized to carry out loading/unloading activities (if required)
 - 4) Information about the cargo: type, weight, quantity
 - 5) Information on trailer requirements: kind and type
 - 6) Carrier's remuneration along with the currency and exchange rate value or the method of its determination if the remuneration is expressed in a currency other than PLN
 - 7) Date of payment
6. For the purpose of effective conclusion of the Contract, the Carrier must express acceptance thereof and confirm this fact in the form provided for the conclusion of the Contract, including in the documentary version by electronic means, unless a different form of activity has been agreed individually.

II. TRANSPORT CONDITIONS

1. The Carrier shall be obliged to perform the transport in accordance with the data contained in the CMR consignment note, and the Principal shall be obliged to provide the Carrier with the data referred to in art. 6 of the CMR Convention, necessary to issue a CMR consignment note. The Carrier shall not be liable in the event of inaccuracies or insufficient data provided by the Principal.
2. The Consignor/Recipient shall be responsible for loading activities (loading/unloading).
3. In the event of irregularities in loading activities resulting in a breach of generally applicable provisions or terms of the Contract as regards cargo size or tonnage, the Carrier shall be entitled to withdraw from the Contract with the right to remuneration constituting 50% of the remuneration provided for in the order.
4. The shipment shall be accepted for transport after loading is completed.
5. In the event of a delay at the site of loading or unloading, the Carrier shall be entitled to additional remuneration in accordance with the rules provided for in Chapter IV of these GCC - *Additional costs*.



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6. In the event of a change of the Sender/Recipient/date and time of loading or unloading, after accepting the goods for transport or less than 12 hours before the planned loading:
 - 1) The Carrier shall be entitled to withdraw from the Contract and retain the right to remuneration in proportion to the services performed, not less than 50% of the gross value of the freight specified in the Transport Order.

If the Carrier withdraws from the Contract due to a change of the Sender/Recipient/date and time of loading or unloading after accepting the goods for transport, the Principal shall be obliged to give the Carrier an instruction to deliver the goods to the site of loading or to continue transport in accordance with the original terms of the order. In the event of failure to issue the above-mentioned disposition within 30 minutes from the change of the Sender/Recipient/date and time of loading or unloading, the Carrier shall have the right to choose.
 - 2) After the Carrier accepts the change, it shall be obliged to adjust the transport and select a new route in order to execute the changed Order, taking into account the forecasted time of implementation and external conditions, unless the Principal issues binding instructions in the above-mentioned scope, including the preferred route of the changed order.

If the Carrier accepts a changed order, it shall be entitled to additional remuneration, in accordance with the rules provided for in Chapter IV of these GCC - *Additional Costs*.
7. After accepting the goods for transport, the Carrier shall be obliged to follow the instructions of the person authorized to dispose of the shipment/the Principal in the scope of cargo handling, unless execution of the instructions is impossible or hinders normal operation of the Carrier's enterprise.
8. If, after arriving at the site of unloading, the Consignee refuses to accept the shipment or there are obstacles in delivery thereof, the Carrier shall immediately notify the Principal. The Principal shall be obliged to immediately provide the Carrier with instructions. In the event that the Principal leaves the declaration without a response, the Carrier shall be entitled to unload the shipment on the account of the authorized person, storing it in a warehouse or customs warehouse or entrust it to a third party, in this case being responsible only for a reasonable choice of that person or place. If the application is left unanswered, it is considered that the Principal has not issued an instruction within 20 minutes from the date of notification.
9. In the event that the Principal requires the Carrier to provide original transport documents, the Carrier shall be entitled to charge the Principal with shipping costs, on the terms provided for in Chapter IV of these GCC - *Additional costs*.
10. In the event of the Principal's cancellation of the Transport Order less than 6 hours from the planned date of loading, the Carrier shall be entitled to remuneration in the amount of 50% of the Freight provided for in the Transport Order.

III. PAYMENTS

1. The Carrier's remuneration (*hereinafter Freight*) indicated in the Contract shall include costs related to the performance of the Contract in the scope of the transport service, unless during Contract performance, and in connection with the events that have occurred, the Carrier acquires further claims provided for in the GCC, Contract, or on the basis of generally applicable provisions laws.
2. Freight is the price of the transport service including the time intended for loading/unloading for a period no longer than 2 hours for each of the above activities.
3. The invoice shall be issued by the Carrier to the Principal, in accordance with the data disclosed in publicly available registers or records, unless the content of the Contract indicates otherwise.
4. The invoice with transport documentation shall be provided to the Principal by the Carrier by electronic means, including through dedicated industry communication platforms, by e-mail or in writing.
5. The Principal shall be liable towards the Carrier for the payment of remuneration provided for in the Contract, also when a third party has been indicated as the payer in the Contract. The Contractual



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provision on the reservation of payment by a third party should be interpreted as a payment guarantee granted to the Carrier by the Principal, which does not include the Principal's debt relief.

6. The Carrier's receivables under the Freight Contract may not be set off against the Principal's receivables without the Carrier's prior consent in writing.
7. Payment of Freight for the service performed will be made to the Carrier's account indicated in the VAT invoice within the time limit specified in the Contract, starting from the date of the Contract of Carriage (i.e., the actual day of unloading).
8. If the Transport Order or the Contract do not provide otherwise, the invoice payment deadline shall be no longer than 60 days from the date of performance of the Transport Contract (i.e., the actual day of unloading).
9. The date of payment shall be the date on which the payment is credited to the Carrier's bank account.

IV. ADDITIONAL COSTS

1. Standstill means the waiting time of the Principal who is ready to take actions related to the implementation of the Contract at the site of loading/unloading.
2. The Carrier shall be entitled to additional remuneration after exceeding 2 hours of parking from the moment of providing the vehicle in accordance with the planned loading/unloading:
 - 1) in the amount of € 700 net, using the rate on the day of loading/unloading, for each commenced day of parking, increased by the VAT due, subject to para. 2.
 - 2) in the amount of € 70 net, using the rate on the day of loading/unloading, for each commenced hour of parking, increased by the VAT due - if the duration of parking does not exceed one day, i.e., 24 hours.
- 3) If the Carrier accepts a changed order, it shall be entitled to additional remuneration in excess of the amount provided for in the original order, which is the product of the kilometers traveled over the original order and the rate of € 1.6 per kilometer, increased by the VAT due.
- 4) If the Principal requests the delivery of an invoice or transport documentation in a paper version, the Carrier shall be entitled to reimbursement of correspondence costs, in accordance with the applicable rates of the postal operator, in the amount not exceeding:
 - 1) € 3 for national correspondence -
 - 2) € 6 for international correspondence within the European Union -
 - 3) € 8 for international correspondence within the European Union -- or an equivalent of the above-mentioned amounts determined using the average exchange rate of the National Bank of Poland on the day of unloading, increased by the VAT due.
- 5) The Carrier shall charge the Principal with additional costs referred to in Chapter IV, issuing appropriate debit notes and delivering them in accordance with the rules for forwarding invoices and transport documentation.
- 6) The Carrier shall be entitled to recover amounts due, including damages in excess of the reserved Contractual penalties, on general terms.

V. PROHIBITED PROVISIONS

1. Any provisions of the Transport Order contrary to the essence of the Contract of carriage or its nature shall be considered invalid, in particular the following provisions:
 - 1) conditioning payment to the Carrier provided for in the Freight Contract from activities other than transport, in particular from the obligation to deliver the original transport documentation -
 - 2) conditioning commencement of the payment deadline for the Carrier provided for in the Freight Contract for activities other than transport -
 - 3) obliging the Carrier to deliver transport documents or invoices within a specified period -- along with all reserved sanctions in the event of failure to comply with the above-mentioned duties



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- 4) entitling the Principal to deduct the amount due from the Carrier's remuneration provided for in the Contract, without the prior written consent of the Carrier
- 5) depriving the Carrier of the right to additional remuneration in connection with a stop at the loading site
2. In order to determine the nature of contractual provisions as invalid, the decisive factor shall be their purpose and manner of creating the parties' rights and obligations, and not only the literal content of the provision.
3. In the event that a provision of the Contract is deemed invalid, illegal or inconsistent with the principles of social coexistence, such provision shall be disregarded, and the Contract shall remain in force between the Parties for the remainder.
4. Please be advised that in case of doubt, the content in Polish shall be binding. The translation is only ancillary.

The company uses:



Verification result: 100% Positive

