



## GENERAL FREIGHT FORWARDING TERMS AND CONDITIONS (GFFTC)

### §1 General Provisions

1. These General Freight Forwarding Terms and Conditions (hereinafter referred to as the "GFFTC") set out the rules for the provision of freight forwarding services by **G-TRANSPORT.EU GROBLICA SPÓŁKA JAWNA**, with its registered office in Strzelce Krajeńskie (hereinafter referred to as the "Forwarder"), to entities commissioning freight forwarding services (hereinafter referred to as the "Principal").
2. The GFFTC constitute an integral part of every freight forwarding agreement and freight forwarding order, regardless of the form in which they are concluded, in particular when concluded electronically or via transport exchanges.
3. Acceptance of a freight forwarding order constitutes full and unconditional acceptance of the GFFTC.
4. The Principal's general terms and conditions shall not apply unless the Forwarder has given its prior written consent thereto.
5. In the case of orders placed electronically or via transport exchanges, the absence of any objection to the content of the GFFTC within 30 minutes from delivery of the order shall be deemed full acceptance thereof.
6. For the purposes of these GFFTC, the Principal shall mean the entity commissioning the Forwarder to organise the transport of goods, irrespective of whether it is simultaneously the consignor, consignee or owner of the goods.
7. All matters relating to the performance of freight forwarding orders shall be conducted via the following e-mail address: **kontakt@g-transport.eu**, whereas matters relating to settlements and payments shall be conducted via **ksiegowosc@g-transport.eu**.

### §2 Nature of the Freight Forwarding Service

1. The Forwarder provides freight forwarding services within the meaning of Articles 794–804 of the Polish Civil Code, consisting in the organisation of the transport of goods.
2. The freight forwarding service includes, in particular, the selection of the carrier, determination of transport conditions, and coordination of the performance of the order.
3. The Forwarder does not perform the transport on its own behalf unless the parties expressly agree otherwise in writing.
4. The Forwarder is not a carrier within the meaning of the CMR Convention unless expressly agreed otherwise by the parties.



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### §3 Freight Forwarding Order

1. A freight forwarding order should include, in particular, details of the goods, the route, the execution date, and the agreed remuneration.
2. The Forwarder may accept an order in whole or in part.
3. The Forwarder has the right to refuse acceptance of an order without stating reasons, in particular if its performance would be contrary to applicable laws, including regulations concerning international sanctions, embargoes, trade restrictions, anti-money laundering or counter-terrorist financing, or could constitute a criminal offence or prohibited act under applicable law.
4. If the Forwarder becomes aware of the circumstances referred to in paragraph 3 also after acceptance of the order, the Forwarder shall have the right to withdraw from its performance with immediate effect.
5. In the cases referred to above, the Forwarder shall be entitled to take actions in accordance with applicable law, including cooperation with competent authorities, and the Principal hereby waives any and all claims against the Forwarder arising from withdrawal from the order.

### §4 Obligations of the Principal

1. The Principal shall provide the Forwarder with complete and accurate information necessary for the proper performance of the order.
2. The Principal shall be liable for the consequences of providing incorrect, incomplete or outdated data.
3. The Principal shall ensure that the goods are properly prepared for transport.

### §5 Selection of the Carrier and Subcontractors

1. The Forwarder shall select the carrier with due professional care.
2. The Forwarder shall not be liable for acts or omissions of the carrier, in particular for loss, shortage, damage to the goods or delay in delivery.
3. The Forwarder shall not be responsible for the manner in which the transport is performed by the carrier.

### §6 Documents and Information

1. The Principal shall provide the Forwarder with all documents and information required for the proper performance of the freight forwarding order.
2. The Forwarder shall not be liable for the consequences of missing or incorrect documents and information provided by the Principal.





### §7 Liability of the Forwarder

1. The Forwarder's liability shall be limited exclusively to damage resulting from culpable improper performance of organisational obligations.
2. The Forwarder shall not be liable for damage arising during the transport of goods, in particular for loss, shortage, damage or delay in delivery.
3. The total liability of the Forwarder shall be limited to the amount of remuneration due for the relevant freight forwarding order.
4. The Forwarder shall not be liable for loss of profit, indirect or consequential damages.

### §8 Exclusions of Liability

1. The Forwarder shall not be liable for damage resulting from:
  - a) improper securing of the goods,
  - b) incorrect information provided by the Principal,
  - c) actions of administrative authorities,
  - d) force majeure,
  - e) acts or omissions of the carrier.

### §9 Insurance

1. The Forwarder holds freight forwarder's civil liability insurance (OCS).
2. The scope of the Forwarder's liability shall be limited to the insured sum resulting from the insurance policy.

### §10 Remuneration and Payments

1. The Forwarder's remuneration shall be agreed individually in the freight forwarding order.
2. For Principals having their registered office or place of business within the territory of the Republic of Poland, invoices shall be issued via the National e-Invoicing System (KSeF), and the payment term shall be 21 days from the date of issuance of a correct invoice in KSeF.
3. For foreign Principals, invoices shall be issued electronically and delivered by e-mail; the date of delivery shall be deemed to be the date of dispatch to the e-mail address indicated by the Principal in the freight forwarding order or during cooperation. The payment term in such case shall be 21 days from the date of delivery of a correct invoice.
4. Irrespective of invoice issuance, the Forwarder shall provide the Principal exclusively in scanned form with copies of documents confirming performance of the transport by the carrier, provided such documents have been made available to the Forwarder by the carrier. The provision of such documents is for informational purposes only and shall not constitute a condition for the maturity of the Forwarder's remuneration.





5. The payment term shall commence on the date of issuance or delivery of a correct invoice, regardless of settlement deadlines between the Forwarder and the carrier performing the transport.
6. The Principal may also pay the remuneration via fast electronic payment methods, in particular via a payment link provided on the invoice and operated by the Przelewy24 payment operator. The date of payment shall be deemed the date on which the Forwarder's bank account is credited.
7. The Forwarder shall have the right to suspend performance of further orders in the event of payment arrears.

### §11 Complaints

1. Complaints concerning freight forwarding services must be submitted within 7 days from the date on which information about the event giving rise to the complaint was obtained.
2. After expiry of this period, all claims shall expire.

### §12 Confidentiality and Non-Circumvention

1. The Principal undertakes to keep confidential all commercial, organisational and pricing information obtained in connection with cooperation with the Forwarder.
2. The Principal undertakes not to establish direct commercial relations with carriers indicated by the Forwarder bypassing the Forwarder for a period of 12 months from completion of the relevant order.
3. In the event of breach of the non-circumvention obligation, the Forwarder shall be entitled to claim a contractual penalty from the Principal in an amount corresponding to the commission due to the Forwarder, but not less than EUR 1,000 for each breach, without prejudice to the right to claim supplementary damages.

### §13 Personal Data Protection (GDPR)

1. The Parties process personal data as separate data controllers.
2. Personal data shall be processed exclusively for the purpose of order performance and the pursuit of claims.

### §14 Assignment of Receivables

1. Assignment of receivables held by the Principal against the Forwarder to a third party shall be permitted only with the prior written consent of the Forwarder, subject to paragraph 2.





2. The Forwarder hereby grants consent to the assignment of receivables in favour of the receivables financing operator **PragmaGO S.A.**; in such case no separate consent of the Forwarder shall be required.
3. Information on the possibility of assignment of receivables to PragmaGO S.A., together with a link enabling such assignment, may be provided to the Principal in an e-mail containing the invoice.
4. Assignment of receivables shall not infringe the rights of the Forwarder, in particular the right to raise objections, set-off claims or submit complaints related to performance of the freight forwarding order.
5. Until effective notification of the Forwarder of the assignment, performance rendered to the Principal shall be deemed effective.

#### **§15 Force Majeure**

1. The Parties shall not be liable for non-performance or improper performance of obligations caused by force majeure.

#### **§16 Final Provisions**

1. Matters not regulated by these GFFTC shall be governed by the provisions of the Polish Civil Code.
2. The court having jurisdiction over the Forwarder's registered office shall have exclusive jurisdiction to resolve disputes.
3. The GFFTC shall enter into force on the date of their publication on the Forwarder's website, i.e. on **1 February 2026**, and shall apply to all orders accepted after that date.

**Principal:**

**Forwarder:**

\_\_\_\_\_  
(date, legible signature and stamp or qualified electronic signature)

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(date, legible signature and stamp or qualified electronic signature)

**G-TRANSPORT.EU GROBLICA SP. J.**

\_\_\_\_\_  
PRINCIPAL'S COMPANY NAME

\_\_\_\_\_  
NAME OF THE FORWARDING COMPANY



kontakt@g-transport.eu



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