



## GENERAL TERMS AND CONDITIONS OF TRANSPORT (GTC)

### §1. General Provisions

1. These General Terms and Conditions of Transport (hereinafter: the "GTC") set out the rules for the provision of road freight transport services by **G-TRANSPORT.EU GROBLICA Spółka Jawna**, with its registered office in Strzelce Krajeńskie (hereinafter: the "Carrier").
2. The GTC apply to all transport contracts concluded by the Carrier, both in domestic and international traffic.
3. The GTC constitute an integral part of every transport contract, transport order or order confirmation.
4. The GTC apply exclusively to contracts under which the Carrier performs transport in its own name and for its own account as a carrier, and not as a freight forwarder.
5. Any general terms and conditions of the ordering party shall not apply unless the Carrier has expressly agreed to them in writing in advance.
6. Matters relating to the performance of transport orders shall be handled via the e-mail address **kontakt@g-transport.eu**, while matters relating to invoices, debit/credit notes and other financial issues shall be handled via **ksiegowosc@g-transport.eu**.

### §2. Scope of Services

1. The Carrier provides road freight transport services within the territory of the Republic of Poland and the Member States of the European Union.
2. The services are provided on a B2B basis; in relation to natural persons not conducting business activity, the GTC shall apply only to the extent permitted by applicable law.

### §3. Legal Basis

1. The provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR) shall apply to international transport contracts.
2. In matters not governed by the CMR, the provisions of Polish law shall apply, in particular the Civil Code and the Transport Law.
3. The Parties exclude the application of any general terms and conditions of the ordering party, even if they have not been expressly rejected, unless the Carrier has expressly agreed to them in writing in advance.

### §4. Transport Orders

1. Transport orders may be placed electronically (by e-mail), via transport exchanges, or in any other agreed form.



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2. Acceptance of an order by the Carrier shall constitute acceptance of the terms set out in the GTC.
3. In the event of any inconsistency between the content of the order and the GTC, the provisions of the GTC shall prevail unless the Parties agree otherwise in writing.

#### **§5. Right of Withdrawal**

1. The Carrier shall be entitled to refuse acceptance of an order or to withdraw from its performance with immediate effect if the performance of the transport could violate applicable law, in particular regulations concerning:
  - a) international sanctions,
  - b) embargoes,
  - c) trade restrictions,
  - d) anti-money laundering or counter-terrorist financing.
2. The right of withdrawal referred to in paragraph 1 shall also apply if the relevant circumstances become known after acceptance of the order.
3. In the event of withdrawal for the reasons indicated above, the ordering party shall have no claims whatsoever against the Carrier.

#### **§6. Obligations of the Ordering Party**

1. The ordering party is obliged to provide a correct, accurate and complete description of the goods.
2. The ordering party shall be responsible for:
  - a) proper preparation, packaging and marking of the goods,
  - b) completeness and accuracy of transport, customs and commercial documents,
  - c) the legality of the goods being transported.
3. The ordering party shall bear full responsibility for the accuracy of the declared weight, dimensions and properties of the goods. Any penalties, fees or damages resulting from incorrect data shall be borne by the ordering party.
4. The carriage of dangerous, illegal or permit-required goods is prohibited without the Carrier's prior written consent.

#### **§7. Liability of the Carrier**

1. The Carrier's liability for loss, partial loss or damage to the goods shall be limited to the limits set out in the CMR.
2. The Carrier shall not be liable for indirect damages, loss of profit or contractual penalties imposed on the ordering party.
3. The Carrier holds mandatory carrier's liability insurance (OCP) and professional liability insurance.



**§8. Complaints**

1. Complaints shall be submitted within the time limits and in the form provided for in the CMR.
2. Complaints shall be accepted exclusively in written or electronic (e-mail) form.
3. A complaint should include in particular transport documents, evidence of damage, a damage report (if prepared) and calculation of the claim.
4. Submission of a complaint shall not release the ordering party from the obligation to pay the freight on time.

**§9. Set-Off Prohibition**

1. The ordering party shall not be entitled to unilaterally set off freight charges against any claims against the Carrier.
2. Any claims may be pursued only in separate complaint or court proceedings.

**§10. Remuneration and Payments**

1. The payment term shall be 30 days unless otherwise agreed in the order.
2. The obligation to pay the freight shall not be conditional upon delivery of transport documents or upon settlements between the ordering party and third parties.
3. The Carrier shall provide the ordering party with documents confirming performance of the transport, in particular proof of delivery, in digital form (scan or electronic file) to the e-mail address indicated by the ordering party. Original documents shall be provided only upon the ordering party's written request.
4. In the event of delay in payment, the Carrier shall be entitled to:
  - a) statutory interest for late payment,
  - b) compensation for debt recovery costs in accordance with applicable law.
5. The Carrier shall be entitled to suspend the performance of further orders until all outstanding amounts have been fully settled.

**§11. Subcontractors**

1. The Carrier shall be entitled to entrust performance of the transport to a subcontractor of its choice, in particular in the event of vehicle breakdowns, unforeseen events or to ensure continuity of transport services.
2. Entrusting performance of the transport to a subcontractor shall not change the nature of the contract or affect the Carrier's status as a carrier within the meaning of the CMR.
3. The subcontractor shall perform the transport under the terms specified by the Carrier in accordance with the General Ordering Conditions applicable at the Carrier and available at <https://g-transport.eu>.





4. The subcontractor shall be obliged to hold all permits required by law and valid carrier's liability insurance.
5. The Carrier shall be liable for acts and omissions of the subcontractor within the limits of liability provided for in the CMR.

### **§12. Force Majeure**

1. The Carrier shall not be liable for delays or non-performance of the transport caused by force majeure, in particular due to:
  - a) breakdowns,
  - b) weather conditions,
  - c) traffic congestion,
  - d) inspections by authorities,
  - e) strikes,
  - f) closure of borders or roads.

### **§13. Right of Retention**

1. The Carrier shall be entitled to retain the goods until all amounts due in connection with the transport have been paid in full, in accordance with applicable law, in particular the Transport Law and the CMR.

### **§14. Confidentiality and Non-Circumvention**

1. The ordering party undertakes to maintain confidentiality of all commercial, organizational, technical and pricing information obtained in connection with performance of the transport contract.
2. The ordering party undertakes that for a period of 12 months after completion of a given order it shall not attempt to establish direct business relations with drivers, subcontractors or personnel of the Carrier in order to circumvent the Carrier.
3. In the event of a breach, the Carrier shall be entitled to claim a contractual penalty equal to the freight value, but not less than EUR 1,000 for each breach, without prejudice to the right to claim supplementary damages.

### **§15. Assignment of Receivables**

1. Each Party shall be entitled to assign receivables arising from performance of the transport contract to a third party.
2. Assignment of receivables to **PragmaGO S.A.** as a receivables financing entity shall not require the prior consent of the other Party.





3. In the event of assignment to another third party, the assigning Party shall inform the other Party of the assignment.
4. Until effective notification of the assignment, performance rendered to the previous creditor shall be deemed effective.
5. Assignment of receivables shall not prejudice the rights of the other Party, in particular the right to raise objections, set-offs or complaints in connection with performance of the transport contract.

#### **§16. Provisions on Remuneration and Posting of Workers**

1. Where transport is performed in a country other than the Republic of Poland, the Carrier declares that the transport is carried out in compliance with the applicable laws of the country of work, in particular with regard to minimum employment conditions, remuneration and posting of workers.
2. The Carrier shall bear sole responsibility for compliance with the obligations referred to above, including payment of remuneration, working time records, notifications and retention of required documentation.
3. The ordering party shall not be entitled to request payroll documents or other internal HR documents from the Carrier unless such obligation arises directly from mandatory legal provisions.

#### **§17. Personal Data Protection (GDPR)**

1. The Parties process personal data as independent data controllers.
2. Personal data shall be processed exclusively for the purpose of performance of the transport contract, compliance with legal obligations and enforcement of potential claims.

#### **§18. Jurisdiction and Governing Law**

1. Polish law shall apply to these GTC, taking into account the provisions of the CMR.
2. The court having jurisdiction over the Carrier's registered office shall have exclusive jurisdiction over any disputes.

#### **§19. Severability Clause**

1. If any provision of these GTC proves to be invalid or ineffective, this shall not affect the validity of the remaining provisions. The Parties shall replace the invalid provision with a provision that most closely reflects the economic purpose of the original provision.



**§20. Final Provisions**

1. These GTC shall enter into force on the date of their publication on the Carrier's website, i.e. 1 February 2026, and shall apply to all orders accepted thereafter.
2. Where the GTC are prepared in more than one language version, the Polish version shall be binding and decisive unless the Parties agree otherwise in writing.
3. The Carrier reserves the right to amend the GTC.
4. The current version of the GTC is available on the Carrier's website.

**Ordering Party:****Carrier:**

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(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.**

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NAME OF THE ORDERING PARTY

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NAME OF THE CARRIER



kontakt@g-transport.eu



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