



GENERAL TERMS AND CONDITIONS OF TRANSPORT ORDERS (GTC)

§1. General provisions

1. These General Terms and Conditions of Transport Orders (hereinafter: "GTC") set out the rules of cooperation between **G-TRANSPORT.EU GROBLICA SPÓŁKA JAWNA**, with its registered office in Strzelce Krajeńskie (hereinafter: the "Principal"), and the entity accepting the transport order (hereinafter: the "Carrier").
2. The GTC constitute an integral part of each transport order, regardless of the form in which it is submitted (e-mail, transport exchange platform, or any other electronic form).
3. Acceptance of a transport order by the Carrier constitutes full and unconditional acceptance of these GTC.
4. For the purposes of these GTC, the terms "remuneration" and "freight" are used interchangeably.
5. The Carrier's general terms and conditions shall not apply unless the Principal has expressly agreed to them in writing in advance.
6. Matters relating to the execution of transport orders shall be handled via e-mail: **kontakt@g-transport.eu**, whereas matters relating to settlements, invoices and payments shall be handled via e-mail: **ksiegowosc@g-transport.eu**.

§2. Legal basis

1. International transport operations shall be governed by the provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR).
2. In matters not regulated by the CMR Convention, Polish law shall apply, in particular the provisions of the Polish Civil Code.
3. In the event of any inconsistency between the content of a transport order and these GTC, the provisions of the transport order and these GTC shall prevail.

§3. Prohibition of subcontracting and changes to performance

1. The Carrier undertakes to perform the transport personally.
2. Without the prior express written consent of the Principal, it is prohibited to:
 - a) subcontract or transfer the order further,
 - b) reload or add additional cargo,
 - c) change the vehicle, trailer or route,
 - d) involve any intermediary.
3. Any breach of this section shall constitute a material breach of the contract.

§4. Formal requirements and insurance

1. The Carrier declares that it holds all licenses, permits and authorisations required by law and maintains valid carrier's liability insurance (OCP).



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2. At the request of the Principal, the Carrier shall immediately provide copies of the OCP insurance policy and documents confirming the required licenses and permits.
3. The Carrier shall be liable for the acts and omissions of persons engaged in the performance of the transport.
4. The Carrier declares that when performing transport services outside the territory of the Republic of Poland, it complies with the mandatory provisions of the law of the country in which the work is performed, in particular with regard to minimum employment conditions, remuneration and employee posting regulations.
5. The Carrier bears sole responsibility for compliance with the obligations referred to in subsection 4, including in particular:
 - a) payment of due remuneration,
 - b) required notifications to competent authorities,
 - c) recording of working time,
 - d) storage of required documentation.
6. The Principal shall not be entitled to demand payroll or other internal HR documents from the Carrier unless such obligation arises directly from mandatory provisions of law.

§5. Vehicle and cargo securing

1. The vehicle used to perform the transport must be technically sound and compliant with the specifications stated in the transport order.
2. The Carrier shall ensure proper securing of the cargo using appropriate equipment.
3. The driver shall comply with health and safety regulations applicable at loading and unloading sites.

§6. Additional loads, reloading and compliance with law

1. The Carrier shall not be entitled to perform additional loading, reloading or to transport third-party goods during the execution of the order without the prior express written consent of the Principal.
2. Any additional loads or changes to the execution of the transport without such consent shall constitute a material breach of the transport order.
3. In particular, it is prohibited to perform additional loading, reloading or transport in a manner that could violate applicable laws, including in particular regulations concerning:
 - a) international sanctions,
 - b) embargoes,
 - c) trade restrictions,
 - d) anti-money laundering or counter-terrorist financing,
 - e) criminal or administrative liability.
4. If the Principal becomes aware of any of the circumstances referred to in subsections 2 or 3, even after the Carrier has accepted the order, the Principal shall have the right to unilaterally terminate the transport order with immediate effect.



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5. In the event of termination pursuant to subsection 4, the Carrier shall not be entitled to any remuneration or compensation, and the Principal shall be entitled to take actions in accordance with applicable law, including cooperation with competent authorities.

§7. Status updates, communication and notifications

1. The Carrier shall provide ongoing information on the status of the transport execution.
2. Upon inquiry by the Principal regarding the status or location of the vehicle, the Carrier shall respond without delay, no later than within 60 minutes.
3. Failure to respond to organisational matters within the above timeframe shall be deemed acceptance of the arrangements communicated by the Principal.
4. The Principal is entitled to require the Carrier to provide continuous access to the vehicle's location, in particular by granting access to the Carrier's GPS or telematics system, for the duration of the transport order.
5. Any extraordinary events (delay, breakdown, damage, inspection) must be reported immediately.

§8. Transport documents

1. The Carrier undertakes to correctly and completely complete transport documents, in particular the CMR consignment note and documents confirming performance of the service (POD).
2. A clear photo of the transport documents must be sent to the Principal within 24 hours after unloading.
3. Scans of the transport documents must be delivered within 7 days from the unloading date by electronic means to: ksiegowosc@g-transport.eu.
4. Original transport documents shall be provided only upon the express request of the Principal.
5. Failure or delay in providing transport documents shall not suspend the maturity of the Carrier's remuneration; however, it shall constitute improper performance and entitle the Principal to charge and offset contractual penalties specified in §11 of the GTC.

§9. Downtime, cancellations and failure to present the vehicle

1. Cancellation of the order by the Carrier after its acceptance shall result in a contractual penalty:
 - a) 30% of the freight – before vehicle dispatch,
 - b) 100% of the freight – after vehicle dispatch,
 - c) 100% of the freight plus substitute transport costs – during execution.
2. Failure to present the vehicle at the agreed time shall be treated as cancellation of the order.
3. If such failure results in documented substitute transport costs incurred by the Principal, the Principal shall be entitled to recover them under general principles.

§10. Safety and liability

1. The Carrier shall comply with the Principal's safety instructions.


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2. The Carrier's liability for damage shall be governed by the provisions of the CMR Convention.
3. The Carrier shall fully cooperate in the claims handling process.

§11. Contractual penalties and lump sums

1. The Principal shall be entitled to impose contractual penalties, in particular for:
 - a) lack of status updates or contact – EUR 25 lump sum,
 - b) failure to provide documents on time – EUR 25 for each commenced week of delay,
 - c) breach of §3 – up to 100% of the freight.
2. Payment of a contractual penalty shall not exclude the Principal's right to seek damages exceeding its amount.

§12. Fines and violations

1. The Carrier shall be liable for all fines, administrative penalties and costs resulting from violations of law by the driver or vehicle.
2. The Principal shall be entitled to charge such costs to the Carrier.

§13. Force majeure

1. The Parties shall not be liable for failure or improper performance caused by force majeure.
2. Force majeure shall include external events beyond the Parties' control that could not have been foreseen or prevented, including in particular natural disasters, strikes, border closures, infrastructure failures or IT system failures.
3. The Party affected by force majeure shall immediately notify the other Party.

§14. Payments and e-invoicing / electronic invoices

1. The Carrier's remuneration shall be payable within 45 days, subject to subsection 5:
 - a) from the date of issuance of a correct invoice in the National e-Invoicing System (KSeF), or
 - b) from the effective delivery of an electronic invoice sent to **ksiegowosc@g-transport.eu**, if the invoice is not subject to mandatory issuance in KSeF, in particular for foreign entities.
2. The invoice shall be issued in the currency specified in the transport order.
3. For invoices issued by Polish VAT taxpayers in a foreign currency, VAT settlement shall be made in accordance with applicable tax regulations.
4. For invoices issued by foreign entities, regulations on international transactions shall apply, including the reverse charge mechanism, if applicable.
5. In exceptional cases, the Parties may agree on a different payment term, provided that it is expressly and clearly stated in the transport order.
6. The payment term shall run exclusively from the date of issuance or effective delivery of a correct invoice compliant with the transport order and applicable law.

§15. Assignment of receivables



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1. Each Party shall be entitled to assign receivables arising from the transport contract to a third party.
2. Assignment of receivables to **PragmaGO S.A.**, as a financing entity, shall not require prior consent of the other Party.
3. Assignment to another entity requires notification of the other Party.
4. Until effective notification of the assignment, performance to the previous creditor shall be deemed effective.
5. Assignment shall not infringe the rights of the other Party, in particular the right to raise objections, set-offs or claims related to the transport contract.

§16. Set-off

1. The Principal shall be entitled to set off contractual penalties and other claims arising from these GTC or the transport order against the Carrier's remuneration, in accordance with applicable law.
2. Charging of penalties or claims may be documented by a debit note issued by the Principal.
3. Delivery of the debit note may be made electronically, in particular via e-mail, and shall be equivalent to written delivery.
4. Failure to issue or deliver a debit note shall not deprive the Principal of the right to set-off.

§17. Personal data protection (GDPR)

1. The Parties process personal data as independent data controllers within the meaning of the GDPR.
2. Personal data shall be processed solely for the purpose of executing the order, fulfilling legal obligations and pursuing or defending claims.
3. The Carrier shall not be entitled to use personal data for other purposes, in particular for commercial contact with the Principal's clients.
4. Data transfer does not constitute data processing entrustment.

§18. Confidentiality and non-circumvention

1. The Carrier shall maintain confidentiality of all commercial information obtained in connection with the execution of the order.
2. Without the Principal's prior written consent, the Carrier shall not establish business relations or submit offers to the Principal's clients identified in connection with the order.
3. The prohibition shall apply during the execution of the order and for 12 months after its completion.
4. Breach of this prohibition shall entitle the Principal to a contractual penalty equal to the value of the freight, not less than EUR 1,000 per breach, without prejudice to the right to claim additional damages.



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**§19. Severability clause**

1. If any provision of these GTC is found to be invalid or ineffective, this shall not affect the validity of the remaining provisions. The Parties shall replace the invalid provision with one that best reflects the original economic intent.

§20. Final provisions

1. In matters not regulated by these GTC or the transport order, the CMR Convention shall apply, and otherwise the Polish Civil Code.
2. The court having jurisdiction over disputes arising from transport orders governed by these GTC shall be the court competent for the registered office of the Principal.
3. These GTC shall enter into force on the date of their publication on the Principal's website, i.e. **1 February 2026**, and shall apply to all orders accepted after that date.

Carrier:**Principal:**

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

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

G-TRANSPORT.EU GROBLICA SP. J.

COMPANY NAME OF THE CARRIER

COMPANY NAME OF THE PRINCIPAL



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