

GENERAL TERMS OF COOPERATION WITH THE CONTRACTOR

§ 1. [General Provisions]

These General Terms of Cooperation (GTC) apply to all transport agreements (hereinafter referred to as the "Transport Agreement") entered into by "A1 Ekspres sp. z o.o." (NIP 1231555106 | KRS 0001100734 | REGON 528383682), a company located at ul. Macieja Rataja 46, Wąbrzeźno (hereinafter referred to as the "Client") and contractors (hereinafter referred to as the "Contractor"). The Contractor undertakes to transport goods within Poland or abroad, and the Client undertakes to pay the agreed remuneration.

§ 2. [Rules for accepting and executing orders]

The Contractor agrees to execute the Transport Agreements in accordance with the terms specified in the Order, the GTC, and applicable legal regulations.

The Order will be based on the "Order for the Carrier" form and must include necessary data (including loading and unloading addresses, goods specifications, delivery deadlines, remuneration).

The Transport Agreement is concluded when the Contractor confirms its acceptance by sending a signed scan of the Order or the full formula indicated in the email.

The Contractor may only accept the Order without reservations; any changes require the Client's consent.

§ 3. [Contractor's statements and guarantees]

The Contractor declares that they possess the necessary experience, infrastructure, licenses, and insurance required to perform the Transport Agreement.

The Contractor is responsible for the actions of those performing the transport services entrusted to them.

§ 4. [Contractor's obligations]

The Contractor agrees to:

- Provide an appropriate means of transport, including trailers or semi-trailers, that meets the requirements specified in the Order, ensuring technical efficiency, proper dimensions, weight for transporting the goods, and proper equipment to secure the goods (e.g., securing belts, chains, anti-slip mats);
- Ensure continuous communication between the Client and the driver, including answering phone calls during the hours specified in the Order, and if contact with the driver is not possible, with the person indicated in the Order who is fully informed about the transport;
- Immediately provide the location of the transport means upon the Client's request, both before and during transport;
- Inform the Client by SMS about the vehicle's arrival for loading, arrival at the unloading point, and completion of unloading, within 60 minutes of these events, providing the Order number;
- Ensure correct loading, distribution of goods, unloading, and securing the goods against shifting during transport;
- Check the compliance of the cargo with the transport documents and the Order at each loading and unloading point and inform the Client about any discrepancies;

- Immediately inform the Client about any doubts regarding the goods or loading and act according to the Client's instructions;
- Exchange pallets, if required by the Order, for undamaged pallets in compliance with the specified specifications;
- Execute the transport with personal culture and professionalism, avoiding vulgar language and misinformation;
- Inform the Client about any events that may affect the timeliness of the transport, such as breakdowns, accidents, or other difficulties;
- Present the vehicle for loading and unloading at the specified places and times in the Order and collect and return the goods according to the Client's instructions;
- Deliver all required transport documents, including the invoice and the transport waybill, within 7 days for domestic transport and 14 days for international transport;
- Inform the Client about any change in the transport means or driver, providing necessary data at least 60 minutes before the change;
- Not leave the loading or unloading site without the Client's consent, given via email, SMS, or the Trans.eu platform;
- Comply with all applicable laws related to transport, including driver working hours and transport safety regulations.

The Contractor may not assign the transport to other carriers or freight forwarders without the Client's consent.

The Contractor is responsible for ensuring the transport is compliant with the law and any obligations and will cover all defense costs arising from such violations.

If there are issues with providing the transport means at the loading or unloading site due to reasons beyond the Contractor's control, the Contractor is obligated to immediately notify the Client and await further instructions.

The Contractor is obliged to inform the Client about any costs incurred due to obstacles in executing the transport, which must be properly documented.

The Contractor agrees to take all actions to ensure timely and professional execution of the transport in accordance with the requirements specified in the Order, ensuring the transport means is in proper condition and the goods are secured.

The Contractor agrees to comply with the Client's requirements, including specific instructions in the Order, such as restrictions on reloading, additional loading, and transport conditions, including temperature. If detailed provisions are included in other sections of the GTC, they will take precedence.

The Contractor may not assign the transport execution to other carriers or freight forwarders without the written consent of the Client, which can be given by email, the Trans.eu platform, or SMS.

Both the Contractor and their employees involved in the transport must adhere to the applicable laws regulating transport, driver working hours, transport safety, and minimum wages. The Contractor is fully responsible for any violations of these regulations and must defend or assist the Client in case of claims, covering any related costs.

In case of difficulty providing the transport means for reasons beyond the Carrier's control (e.g., infrastructure issues), the Carrier is obliged to make every effort to provide transport at the

loading or unloading site. If it is impossible to reach the site, the Carrier must immediately inform the Client and wait for further instructions.

The Carrier must immediately report to the Client any circumstances preventing the transport from being executed, indicating the reasons for such a situation. This may include, among other things, changing the loading or unloading site or returning the goods to the Sender if no other solution is provided by the Client.

§ 5. [Client's obligations]

The Client agrees to:

- Cooperate with the Contractor as necessary for the execution of the Transport Agreement, including providing all necessary information.
- Pay the remuneration for the services provided by the Contractor within the terms specified in the Transport Agreement.

§ 6. [Contractor's remuneration]

The Client will pay the Contractor for the transport according to the amount specified in the Order and the deadlines indicated. The remuneration includes all services and other amounts related to the execution of the Transport Agreement that were previously approved by the Client.

The payment deadline begins from the moment the Contractor delivers the original required transport documents and the VAT invoice (or other valid accounting document) to the Client, regardless of the dates specified on the invoice. If the invoice or documents are incorrect in relation to the Agreement, the Contractor is obliged to correct them, and the payment deadline will start from the moment correct documents are delivered.

For remuneration in foreign currency, it will be converted to Polish zloty according to the average exchange rate of the National Bank of Poland on the day before unloading. The remuneration and accounting documents will be issued in Polish zlotys unless the Order specifies another currency for payment.

The payment date is considered the day the Client's bank account is charged with the remuneration amount, not the day the amount is credited to the Contractor's account.

Loading, unloading, and customs clearance occur during non-charging parking time: 24 hours (or 48 hours for countries outside the EU). Free time is counted from the end of loading/unloading, and a parking fee is due only if the delay is caused by the Client or their clients. Additional parking fees must be agreed upon in advance by the Client.

The Client has the right to deduct contractual penalties and other amounts from the Contractor's remuneration, to which the Contractor agrees. If the penalties exceed the Contractor's remuneration, the Client may issue a payment request.

§ 7. [Contractor's liability for failure to perform or improper performance of the Transport Agreement]

The Contractor is responsible for the non-performance or improper performance of the Transport Agreement and any related damages, in accordance with applicable regulations and the provisions below.

The Client has the right to impose contractual penalties on the Contractor in the following cases:

1. Non-performance or improper performance of obligations
 - 45% of the remuneration for failure to contact the designated person or driver, not providing the required information about the execution of the Agreement, after 3 hours of unsuccessful contact attempts or failure to provide the required information.
 - 45% of the remuneration for improper execution of obligations related to reloading, additional loading, or transporting goods contrary to the Client's requirements.
 - 45% of the remuneration for entrusting the execution of the order to a subcontractor without the Client's consent.
 - 45% of the remuneration for delivering goods to the wrong unloading site.
2. Incomplete or improper execution of obligations regarding the goods
 - 45% of the remuneration for incomplete collection of goods from the loading site.
 - 100% of the remuneration for failing to collect the entire shipment from the loading site or leaving goods at an incorrect unloading location.
 - 100% of the remuneration for taking goods that are not compliant with the Agreement from the loading site.
3. Loss of documents and failure to deliver them
 - 100% of the remuneration for losing all or part of the transport documents if they were not delivered within the deadline (1 month from the completion of the Agreement).
4. Leaving the loading/unloading site
 - 100% of the remuneration for the Contractor leaving the loading or unloading site without the Client's consent.
5. Changes in remuneration and settlements
 - Contractual penalties do not exclude the Client's right to seek compensation exceeding these penalties.
 - Contractual penalties will be converted to PLN according to the average NBP exchange rate from the day before the invoice issue date if the remuneration is in euros.
6. Substitute execution of obligations
 - The Client may, at the Contractor's expense, perform the obligations even if no contractual penalties are foreseen and seek payment for the substitute execution.
 - The Contractor remains obligated to perform all their obligations, even with the imposition of contractual penalties.

§ 8. [Termination of the Agreement]

The Transport Agreement may be terminated without compensation with immediate effect in the case of:

- Bankruptcy or liquidation of the Contractor.
- Unauthorized delay in executing the Agreement or improper execution.
- Failure to perform obligations arising from these GTC.

Here's the translation of the provided text into English:

§ 9. [Personal Data]

The Contractor and the Client agree to comply with data protection regulations, including the

Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR). The Contractor provides the Client with personal data such as the company name, full name, NIP, REGON, contact information, business addresses, and Trans ID identifiers.

The Client is the administrator of the Contractor's personal data, processing it for the following purposes:

- preparing the offer or concluding the Transport Agreement (legal basis: art. 6 para. 1 lit. b GDPR),
- performing the Transport Agreement,
- asserting claims or defending against them,
- cooperation analysis and statistics,
- fulfilling the Client's legal obligations (e.g., tax obligations).

Providing personal data is voluntary but necessary for preparing the offer or executing the Transport Agreement. Failure to provide the data will prevent the agreement from being concluded.

The Client may share personal data with external data processors, such as clients, IT service providers, banks, law firms, or law enforcement authorities, in accordance with applicable legal provisions.

The Client may transfer data to third countries (outside the European Economic Area) only when necessary to execute the Transport Agreement, in accordance with GDPR.

The Contractor has the right to:

- access their personal data,
- rectify, delete, or limit the processing of their data,
- object to data processing,
- request data portability,
- file a complaint with the President of the Personal Data Protection Office.

The Client does not use automated decision-making, including profiling, regarding personal data.

Personal data will be retained for the duration of the Transport Agreement and for the period required for claims prescription or to fulfill other legal obligations, such as accounting.

The Contractor provides the Client with the personal data of third parties (e.g., employees, collaborators, subcontractors, drivers) for the execution of the Transport Agreement. The Contractor, as the administrator of such data, agrees to further entrust the processing of personal data to the Client and other involved entities, including clients.

§ 10. Confidentiality

All information, documents, and materials related to the Transport Agreement, provided by the Client to the Contractor or obtained by the Contractor in connection with its execution, including information about the Client and its employees, collaborators, customers, contractors, subcontractors, and other persons, will be treated as confidential (hereinafter referred to as "Confidential Information"). These will be used solely for the execution of the Transport Agreement and will not be disclosed to third parties, except for those involved in the execution of the Agreement by the Contractor, provided they also commit to maintaining confidentiality. The Contractor is obliged to take appropriate measures to ensure the confidentiality of this information. This obligation applies during the term of the Agreement and for 4 years after its

termination, unless otherwise required by law. Confidentiality does not apply to information that:

- a) has been disclosed publicly in accordance with the law,
- b) can be disclosed with the written consent of the Client,
- c) must be disclosed pursuant to legal regulations.

In case of breach of confidentiality obligations, the Contractor shall pay a contractual penalty of PLN 70,000 for each instance of breach. The Contractor is fully responsible for the actions of persons acting on their behalf, including employees, collaborators, subcontractors, and representatives.

The Contractor and individuals involved in the execution of the Agreement may not post any information about the Agreement, Order, or cooperation with the Client on internet forums or transport platforms such as Trans.eu without the prior written consent of the Client, provided via email or other means of communication. Violation of this obligation is subject to a contractual penalty of PLN 4,000 for each case.

The provision of contractual penalties does not exclude the Client's right to seek compensation exceeding the amount of the contractual penalties.

§ 11. Final Provisions

Any disputes related to the execution of the Transport Agreement will be resolved by the court competent for the Client's registered office.

The applicable law for the Agreement is Polish law. In case of lack of provisions in the Agreement and GTC, the relevant provisions of Polish or international law will apply, provided these provisions are mandatory.

These GTC come into effect on April 1, 2025, and apply to Agreements concluded from that date.