

GENERAL TERMS OF COOPERATION - PRINCIPAL

§1. [General Provisions]

These General Terms of Cooperation (GTC) apply to all agreements for freight forwarding services (hereinafter: "Freight Forwarding Agreement") entered into by "A1 Ekspres sp. z o.o." with its registered office in Poland, 87-200 Wąbrzeźno, ul. Macieja Rataja 46, NIP 1231555106 | KRS 0001100734 | REGON 528383682 (hereinafter: "Freight Forwarder"). The Freight Forwarding Agreement involves organizing domestic or international transport of goods on behalf of the Principal, and the Principal agrees to pay the agreed remuneration.

§2. [Order Acceptance and Execution Rules]

The Freight Forwarder shall execute the Freight Forwarding Agreements in accordance with the information contained in the "Order Confirmation" (hereinafter: "Order"), these GTC, and applicable laws.

The Order prepared by the Freight Forwarder includes:

- the sender's and recipient's details, as well as the loading and unloading locations,
- the specification of the goods (quantity, type, dimensions, weight),
- loading and unloading dates,
- transport requirements of the Principal,
- contact details,
- the amount of remuneration and the payment deadline,
- information about the means of transport and driver (optional),
- other necessary documents.

The Order is prepared by the Freight Forwarder based on information from the Principal. The Principal is obliged to provide complete and unambiguous information, including regarding potential difficulties in transportation.

After preparing the Order, the Freight Forwarder sends it to the Principal for approval. The Principal must verify and report any comments before accepting it.

The Freight Forwarding Agreement is concluded when the Principal accepts the Order in writing, electronically, or by SMS, provided that the person accepting is authorized to act on behalf of the Principal.

If the Principal's Order differs from the Freight Forwarder's template, it does not constitute the basis for concluding the agreement, unless the Freight Forwarder explicitly accepts the changes. Changes to the Order made by the Principal will only be valid after explicit acceptance by the Freight Forwarder, confirmed by a new Order.

The Freight Forwarder is responsible for the correctness of the Order at the preparation stage. The Principal is responsible for any incomplete or ambiguous information contained in the accepted Order.

The GTC must be accepted without reservations. If the Principal uses its own contractual templates, the Freight Forwarder's GTC remain the only binding document.

The Freight Forwarder may outsource the execution of tasks related to the Freight Forwarding Agreement to other freight forwarders or carriers.

The Freight Forwarder has the right to withdraw from or terminate the Freight Forwarding

Agreement up to the loading date specified in the Order, as well as in other cases specified by law or these GTC.

§3. [Withdrawal, Obligation, or Termination of Agreement]

The Freight Forwarder has the right to withdraw from or terminate the Freight Forwarding Agreement up to the loading date specified in the Order (in the case of a time window - up to the final loading hour). This right does not exclude other rights of the Freight Forwarder arising from legal provisions or the general terms of the agreement.

The Freight Forwarding company declares that it:

- holds CKZ for mediation in the transportation of goods,
- does not perform transportation independently in accordance with Article 800 of the Civil Code.

The Freight Forwarder agrees to:

- exercise due diligence in executing the Freight Forwarding Agreement in accordance with the professional nature of its activities,
- respond to the Principal's inquiries and inform about circumstances that may affect the execution of the agreement,
- execute the Freight Forwarding Agreement in accordance with the terms of the Order, respecting the Principal's interests.

The Freight Forwarder is not liable for delays caused by circumstances beyond its control, such as strikes, traffic accidents, weather changes, or the need to obtain permits.

If obstacles arise after the conclusion of the agreement, for reasons beyond the Freight Forwarder's control, the Freight Forwarder may:

- a) withdraw from or terminate the agreement,
- b) charge the Principal with costs, including costs of travel, route changes, transport or subcontractor changes.

The Freight Forwarder has the right to independently determine how to execute the agreement if the Principal has not provided sufficient instructions, informing the Principal accordingly.

§4. [Obligations of the Principal]

The Principal must provide all information that may affect the proper execution of the agreement. In the absence of such information, the Principal is obliged to specify an alternative loading or unloading location in cooperation with the Freight Forwarder, providing all necessary documents and information;

- pay the remuneration for the execution of the agreement in accordance with the terms specified in the Order,
- ensure proper packaging and securing of goods for transport.

§5. [Costs and Changes]

The Principal agrees to pay the remuneration for the execution of the agreement in the amount specified in the Order, within the deadlines indicated there.

If the remuneration is specified in a foreign currency, it will be converted to PLN according to the average exchange rate of the National Bank of Poland valid on the day preceding the day of service execution (unloading) or the day preceding the invoice issuance.

The remuneration will be payable in the currency specified in the Order.

The Principal covers any additional costs resulting from introduced changes, including changes to the loading or unloading location, provided the Freight Forwarder accepts them.

Payments in different currencies

If the Principal (or another entity acting on its behalf) makes payment in a currency different from the one specified on the invoice, and the bank converts the currency or charges a fee for such a transaction, and the amount credited to the Freight Forwarder's account is lower than indicated on the invoice, the Principal is obliged to pay the missing amount. If payment is made by a designated payer, the Principal guarantees that the payer will settle the shortfall within 7 days of the Freight Forwarder's notice. If the payer fails to do so, the Principal agrees to pay the outstanding amount directly.

Costs resulting from delays and other events

The Principal is responsible for costs arising from delays or other events beyond the Freight Forwarder's control, such as vehicle stops or errors in the cargo data in the Order. These costs may include:

- 900 PLN for each started day of stoppage,
- Costs of fines, additional routes, or reloading.

Cancellation of the Order

If the Principal cancels the Order after its acceptance, they will be obliged to pay the full remuneration, unless the cancellation is due to the fault of the Freight Forwarder.

Issuing invoices

The invoice for the execution of the Freight Forwarding Agreement will be issued after its completion, unless the Parties agree otherwise. The payment deadline is as specified in the Order, from the invoice date. The Principal agrees to receive invoices in electronic form at the specified email address.

Delays in payment

In case of payment delay, the Principal agrees to pay statutory interest for delay and any debt recovery costs in accordance with the Act on Combating Excessive Payment Delays in Commercial Transactions. The Freight Forwarder is also entitled to compensation of 80 EUR (converted to PLN) for each day of delay.

§6 [Freight Forwarder's Liability]

The Freight Forwarder is liable for non-performance or improper performance of the Freight Forwarding Agreement, but only for actual losses, excluding lost profits.

§7 Prohibition of Cooperation with Subcontractors of the Freight Forwarder

The Principal agrees not to establish cooperation with subcontractors of the Freight Forwarder for a period of 2 years from the acceptance of the Order. In case of violation of this prohibition, the Principal will pay a contractual penalty of 45,000 PLN for each violation.

§8 Processing of Personal Data

Definitions

a) "Personal Data" means any information that can identify a natural person, such as name, surname, identification number, location data, online identifiers, and other data indicating a person's physical, genetic, mental, economic, or social identity.

b) "Subcontractors" means entities performing transportation services on behalf of the Freight Forwarder.

Data Controller

The Freight Forwarder is the data controller of the Principal's personal data, which is processed for the purpose of executing the freight forwarding agreement, including for the purpose of preparing offers, executing the agreement, analyzing cooperation, determining claims, and marketing.

Scope of Data Processing

The Freight Forwarder processes personal data for the following purposes:

- Preparing the contract offer (based on the Principal's request),
- Executing the freight forwarding agreement,
- Determining and pursuing claims,
- Analytical and statistical purposes,
- Fulfilling legal obligations (e.g., tax),
- Direct marketing of the Freight Forwarder's services.

Providing personal data is voluntary, but necessary for the execution of the Freight Forwarding Agreement.

Principal's Rights

The Principal has the right to:

- Access their data,
- Rectify their data,
- Erase their data (right to be forgotten),
- Restrict processing,
- Object to processing,
- Transfer data,
- Withdraw consent,
- File a complaint with the supervisory authority.

Entrusting Data

The Principal, as the data controller, may entrust the Freight Forwarder with personal data of its

employees and collaborators, such as names, surnames, identification numbers, and contact details. The Freight Forwarder may also transfer data to subcontractors, provided that GDPR requirements are met.

Data Processing by Subcontractors

As a data processor, the Freight Forwarder may entrust data processing to other entities (e.g., IT service providers) while complying with GDPR requirements and respecting the right to data protection.

Data Protection

Both parties ensure appropriate technical and organizational measures to ensure that personal data is processed in accordance with GDPR and protects the rights of individuals to whom the data relates. This includes, among other things, ensuring the confidentiality of persons authorized to process data, implementing security procedures, and reporting data breaches.

Data Retention Period

Personal data will be retained for the period necessary to execute the Freight Forwarding Agreement and for the period required by law, including for purposes of pursuing claims.

End of Data Processing

After the cooperation or agreement is completed, personal data will be deleted or returned to the Principal, except for data stored under applicable law.

Consent for Further Data Transfer

The Principal consents to the further transfer of data to subcontractors, while the Freight Forwarder does not consent to further transfer of data by the Principal to external entities without prior consent.

Remuneration

The processing of personal data by the Freight Forwarder and the Principal takes place without additional remuneration.

§9. [Final Provisions]

The reservation of contractual penalties in the GTC does not exclude the possibility of the Freight Forwarder claiming compensation exceeding the amount of the agreed penalties under general principles.

The Freight Forwarder has the right to offset contractual penalties or other receivables arising from the Freight Forwarding Agreement against any receivables the Principal may have toward the Freight Forwarder, which the Principal accepts.

All information and documents related to the Parties and their collaborators, exchanged in connection with the execution of the Freight Forwarding Agreement, shall be treated as confidential and constitute a business secret under the Act on Combating Unfair Competition. Such information may only be shared with those involved in the execution of the Agreement, provided confidentiality is maintained. The confidentiality obligation lasts for the duration of the Agreement and for 5 years after its termination, except in situations where the information loses

its confidential nature, has been disclosed with the consent of the other Party, or under legal provisions.

All disputes related to the execution of the Agreement will be resolved by the common court competent for the Freight Forwarder's registered office.

Polish law applies to the Freight Forwarding Agreement. In the case of issues not regulated by the Agreement and GTC, the provisions of Polish or international law shall apply, unless excluded by the Parties' agreement.

Overpayments by the Principal will first be credited toward outstanding obligations toward the Freight Forwarder, and if none, refunded within 30 working days. With the Principal's consent, the overpayment may be credited toward future obligations.

These GTC are effective as of February 2, 2025, and apply to agreements concluded from that date.