

I. General terms and conditions

1. By concluding an agreement with The Ordering Party, the Contractor agrees to provide services based on the regulations listed in those GTC (General Terms and Conditions)
2. The Contractor is obligated to comply with all regulations in regards to delegation of Employee and to pay the minimum wage of the country in which Employee provides services to The Ordering Party, in particular Austria, Belgium, France, Netherlands, Luxembourg, Germany, Hungary and Italy.

II. Requirements for the Contractor

3. The Contractor is obliged to have vehicle (OC) and carrier's (OCP) liability insurance with a full coverage, which means:
 - the lack of exclusions of the insurer's liability for damages consisting in theft or robbery;
 - no exclusions regarding the type of goods (property) accepted for transport;
 - lack of exclusions in regards to territory, on which the transport is to be performed (including cabotage, if the order concerns it);
 - the lack of exclusions of the guarantee sum corresponding each time the value of the property accepted for transport, not lower than the upper limit of the carrier's liability for damage, specified in art. 65-70 and 80-85 of the Transport Law and / or Art. 17, 23 and 25 of the CMR Convention, and in the case of cabotage in the regulations of the country where the transport is performed, with the condition that in any case the sum insured cannot be less than 250.000 EUR.
4. The Contractor is obligated to have the necessary licenses and permits for transport, inc. international transport, if the order concerns a foreign route. Accepting the order for execution is tantamount to confirming the fact that the Contractor is an authorized carrier.

III. Requirements for the vehicle and the driver

5. The Contractor is obliged to provide a vehicle that meets the TAPA security requirements, meeting the standards of at least EURO 3, suitable for the transport of the goods specified in the order (this applies in particular to oversized transport) - tight, clean inside and outside the loading chamber, which must be free from foreign smell. In the event of failure to meet this obligation, the Contractor is obliged to provide a replacement vehicle at his own expense.

6. The contractor is obligated to have:

- a) a refrigerator truck with a minimum of four spreading poles
- b) in the case of a curtain trailer: at least 6 safety belts in the case of vehicles up to 3.5 t GVW) and 25 belts in the case of vehicles over 3.5 t GVW (min.500daN),
- c) a set of 8mm anti-slip mats covering the entire loading area,
- d) corners and angles,
- e) customs rope and seal,
- f) four stanchions and chains for securing the steel coils in the case of a Coilmulde semi-trailer

With the proviso that all cargo securing measures should be certified and meet safety standards. In the absence of adequate equipment for loading, the Contractor may be charged with the costs of purchasing the missing equipment.

- 7. In the case of transporting electronics, tobacco products, tires and car parts, pharmaceutical products or grocery requiring constant temperature, dangerous goods, motor vehicles or spirits, the means of transport should be equipped with a GPS satellite navigation system with the option of monitoring by a monitoring station.
- 8. If the data contained in the order shows or if the Contractor, with due diligence, could determine on his own that in order to perform the transport it is necessary to obtain a permit for oversize transport, the Contractor is obliged to obtain this permit at his own cost, unless the content of the order is different.
- 9. Regardless of the number of drivers indicated in the order, the Contractor is obliged to ensure that the vehicle intended for the transport is manned in such a way that it is possible for the consignment to reach the recipient within the prescribed time, in accordance with the regulations on drivers' working time.

IV. Cabotage transport

- 10. In the case of cabotage transport, the Contractor is obliged to comply with the requirements as to the deadlines and other requirements set out in Regulation (EC) No 1072/2009 regarding the possibility of performing cabotage transport and have appropriate insurance. If it turns out that the vehicle indicated in the cabotage order is not able to perform the transport due to the regulations of the above-mentioned regulation, the Contractor is obliged to perform the transport with another vehicle.

11. In the case of cabotage transport performed in Germany or France, the Contractor's liability for damage to the shipment or delay is limited to the following amounts (except in the case of wilful misconduct or negligence of the Contractor or people acting on his behalf):

a) in Germany:

- up to 40 SDR per kg in the case of damage to the shipment
- up to three Times the freight in case of delay in delivery

b) in France:

- up to 20 SDR per kg in case of damage to the shipment weighing less than 3 tons
- up to 12 SDR per kg in case of damage to the shipment weighing at least 3 tons
- up to the amount of freightage in the event of delay in delivery

V. Contractor's statements

12. By accepting the order, the Contractor declares that:

- a) he complies with the requirements referred to in point 2 and authorizes The Ordering Party to check the truthfulness of this declaration, in particular by requesting the provision of relevant information and documents.
- b) has appropriate insurance in accordance with the conditions set out in point 3, and also authorizes The Ordering Party to contact the insurer with whom he concluded the insurance contract, in particular in the field of confirmation of the data provided by the Contractor
- c) has experience in providing transport services similar to those commissioned to him.
- d) has vehicles suitable for the execution of the order.
- e) has drivers with the necessary permissions for the proper performance of the transport commissioned by the Client.
- f) .complies with the requirements regarding the principles of performing cabotage operations, in particular, has the option of performing the commissioned cabotage transport and has appropriate cabotage insurance
- g) is aware that all data related to the transport, such as: details of the sender, recipient, contracting party of The Ordering Party, routes, freight rates constitute The Ordering Party's business secret
- h) waives any claims arising from the content of Art. 10 sec. 1 and 2 of the Act of March 8, 2013 on payment terms in commercial transactions, which he is entitled to towards The Ordering Party due to events occurring before the date of conclusion of each contract to which these GTC apply
- i) waives all claims for the remuneration for the carriage against the party ordering the carriage of the customer under the provisions of French law.

VI. Contractor's documentation

13. The Contractor is obliged to provide The Ordering Party with the following documents immediately after the conclusion of the contract, but not later than on the date of its conclusion:

- a) a carrier's liability insurance policy or an insurance contract;
- b) general terms and conditions of insurance;
- c) a written certificate of the insurance company on the validity of the policy, not older than 14 days from the date of issue (applies to the first order received from The Ordering Party during the period of validity of the policy);
- d) certificate of entry in the business register or an excerpt from the National Court Register;
- e) decision to assign a tax identification number (NIP);
- f) decision to assign a REGON number;
- g) permission to practice the occupation of road transport operator (in the case of an order for domestic transport);
- h) a license to perform international transport (in the case of an order for international transport);
- i) data of the vehicle on which the transport will be performed, including its plate registration numbers
- j) details of the driver or drivers who will perform the transport, including the name surname
- k) and number of the identity card
- l) a copy of the document confirming the notification to the competent authorities of the fact of delegating the driver or drivers who will perform the transport (in the case of transport, to which the French regulations on minimum wage and delegation of workers apply)

under the pain of withdrawal from the contract by The Ordering Party due to the fault of the Contractor without the need to call for its performance.

14. If the Contractor uses the services of a subcontractor, he is obliged to provide The Ordering Party with the documents listed in point 13 regarding the subcontractor on the date of concluding the contract with the subcontractor, under pain of The Ordering Party withdrawing from the contract due to the fault of the Contractor without calling for its performance.

15. Failure by the Contractor to fulfil the obligations provided for in point 13 j) and k) does not affect his obligation to comply with the provisions of point 9 by the Contractor.

VII. Demurrage

16. The Ordering Party reserves that the first 48 hours of parking for loading and unloading separately (48 hours in the countries of the Commonwealth of Independent States), as well as demurrage on Saturdays, Sundays and holidays during loading and unloading are free of demurrage fees. The client is not responsible for stops at state borders, Customs Offices and on days of limited truck traffic. In the remaining scope, the Contractor is entitled to a contractual penalty in the amount of 100 EUR in international transport and cabotage and 100 PLN in domestic transport in Poland for each started 24 hours of demurrage. The time of carrying out the transport is extended by the demurrage referred to above, and the lack of collection of the shipment by the recipient before this time is not considered an obstacle to the delivery of the shipment.
17. The Contractor is obliged to document the demurrage and its time during loading and unloading operations with a stop card confirmed by the sender or recipient, respectively. The basis for calculating demurrage fees may only be a parking card confirmed by the sender or recipient. The Contractor is entitled to the fees only if the Principal is informed about the delay in loading or unloading at the time of its occurrence.
18. Any changes to the above provisions as well as the provisions of point 53, in particular, an increase in the Contractor's remuneration due to demurrage shall be made in writing under pain of nullity and a special written power of attorney granted by a person authorized to represent The Ordering Party, disclosed in the register of entrepreneurs of the National Court Register, provided that any changes to the contract, in particular with regard to the Contractor's remuneration, if they are the result of a threat from the Contractor that he will not perform the relevant instructions of The Ordering Party or refuse to perform the contract, in particular delivering the goods and allowing them to unload without increasing the amount of remuneration.

VIII. General conditions for transport

19. The Contractor is strictly prohibited from reloading or reloading without the prior written consent of The Ordering Party, under pain of nullity.
20. The Contractor is obliged to comply with the applicable customs regulations, in particular with regard to the obligation to perform customs clearance in the event of crossing the customs border, proper performance of customs procedures and their proper documentation, regardless of whether such an obligation is indicated in the order or not.
21. In the case of transport to Great Britain and Ireland, the Contractor is obliged to develop and comply with the procedures for securing cargo against the intrusion of third parties into the cargo space, as well as against smuggling of goods.

22. The Contractor is obliged to make sure at the place of loading:

- a) what kind of goods will be transported;
- b) whether the transport of goods is regulated by the Act on the road transport monitoring system, in particular taking into account the nature of the goods transported;
- c) that the transport to be performed through Germany does not contain coffee
- d) whether the shipment which is to be transported is not waste, the transport of which requires an appropriate permit or is not allowed

23. If it is found that the circumstances referred to in point 22 (b)-(d) The Contractor is obliged to immediately notify The Ordering Party of this fact and wait for appropriate instructions, as well as to comply with the obligations arising from the relevant provisions in the event of receiving instructions to continue the transport.

24. In the case of transport at a controlled temperature, the Contractor is obliged to:

- a) have a valid ATP certificate, if required by applicable regulations
- b) use a means of transport with a technically efficient refrigeration unit required by the provisions of the ATP certificate and technically functional and calibrated thermostat with a thermograph;
- c) before starting loading and transport, make sure that the set is not worn out, has been properly maintained and has a sufficient amount of power;
- d) before commencing loading, obtain and maintain the temperature at which the transport is to be performed;
- e) do not turn off the vehicle's engine when parked in the event that the operation of the refrigeration unit depends on the engine operation;
- f) connect the refrigeration unit to an external power source during stops, when the operation of the unit requires it;
- g) monitor temperature throughout the journey;
- h) submit, along with the invoice and transport documentation, a printout documenting the temperature in the trailer during transport; the printout from the thermograph must be in digital form containing: date, time, transport temperature, recording frequency cannot be less than every 30 minutes; this printout should be stored together with the printout / charts of the tachograph for at least one year.

Failure to deliver temperature printouts by the Contractor shall entitle The Ordering Party to charge the Contractor with a contractual penalty of 100 EUR. If the temperature printouts are delivered after the deadline, The Ordering Party may charge the Contractor with a contractual penalty of 15 EUR.

IX. Obligations related to the loading of the shipment

25. The Contractor is obligated to provide the vehicle for loading in a timely manner.
26. At the place of loading, the driver must collect the documents necessary for the proper performance of the order, in particular the bill of lading, Lieferschein, Delivery note, WZ document, invoices related to loading, certificates, goods specifications, goods receipt, T-1 or T-2 document, EX, EUR etc.
27. The Contractor is obliged to check the compliance of the bill of lading with the received order, in particular with regard to the address and name of the recipient. In the event of any inconsistencies, the Contractor should refrain from commencing transport and immediately contact The Ordering Party in order to obtain instructions on how to proceed.
28. The Contractor is obliged to ensure that the consignment note includes the details of the Contractor and its subcontractor as successive carriers, if any; confirmation of the acceptance of the shipment for transport and the data of the vehicle used for the transport with indication of its plate registration numbers and the details of the driver or drivers performing the transport with the indication their names and surnames and ID card numbers, and - if nothing else results from the detailed terms of the order - the amount of gross freight to be paid to the Contractor for the performance of transport in the field "unpaid carrier fees".
29. The Contractor is obliged to check the compliance of the goods with the documentation, in particular with regard to the quantity, weight, characteristics and numbers of the goods, as well as its condition, the condition of its packaging and the condition of preparing the shipment for transport, in particular the temperature of the goods, if the transport is to take place at a temperature controlled. In the event of any objections in this regard, the Contractor is obliged to enter the objections along with the justification to all copies of the consignment note before the commencement of transport and obtain confirmation of the acceptance of the objections by the shipper in the consignment note.
30. The Contractor is obliged to check the loading, its distribution along the trailer and fastening of the goods by the shipper and, if necessary, to secure them for the time of transport. In the event of any objections, the Contractor is obliged to write the note and justification in all copies of the bill of lading before the commencement of transport and obtain confirmation of the acceptance of the objections by the shipper in the bill of lading. The Contractor is responsible for the correct placement of the goods and their securing during transport on a strict basis.

31. The Driver is obligated to:
- a) having and using during loading and unloading safety shoes and a reflective vest, as well as other personal protective equipment (apron, cap, disposable gloves, shoe covers) and hand disinfection wipes,
 - b) compliance with in-house regulations regarding the behaviour at the premises of the sender and recipient of the goods,
 - c) cultural and professional behaviour both at the places of loading and unloading and in areas close by;
32. If it is not possible to assess the compliance of the goods with the documentation, its condition, the condition of its packaging, the condition of the shipment being prepared for transport or the correctness of the loading performed by the shipper, the Contractor is obliged to refuse to start the transport and contact The Ordering Party immediately. In the event that the Contractor cannot assess only the number of packages, he is entitled to commence transport after writing a relevant note confirmed by the shipper's representative in all copies of the consignment note.
33. If the shipper prevents the Contractor from making entries in the consignment notes referred to in point. 28-30 and 32 or does not confirm their acceptance in the bill of lading, the Contractor is obliged to refuse to start the transport and contact The Ordering Party immediately in order to obtain instructions on how to proceed.
34. Unless otherwise indicated in the transport order, the Contractor has no right to perform or assist in loading. The above provision does not mean that participation in loading as an observer is prohibited.

X. Transport safely

35. The Contractor is obliged to transport only on roads of international and national class (marked with one, two or three digits), except for access roads to the place of loading and unloading and when it is not possible to use these roads, in particular due to detours or road blocks set by the police or other law enforcement services (e.g. due to a traffic accident, other emergency or force majeure).
36. The driver should with particular care protect the vehicle and the consignment against burglary. Subject to the provisions of points 37 and 38, the Contractor is obliged to make stops only:
- a) At the guarded parking;

- b) in a parking lot for trucks, located next to a large petrol station, open 24 hours a day, the area of which is monitored and illuminated, and which is located directly on the main road [which is considered to be a highway, expressway, international road / European routes marked with a one- two-or three-digit number preceded by the letter E and a road with the status of a national road];
- c) at the place of loading or delivery, provided that the stop is in a fenced and supervised area at the disposal of the shipper or recipient (the place of loading or unloading is not considered to be a generally accessible / public area close by, including parking lots for guests, arranged outside the fenced and supervised area of the shipper's or recipient's location);
- d) in the car park located directly next to the hotel / motel on the main road, provided that the car park is adapted to the parking of trucks,
- e) in a car park adapted to the parking of heavy goods vehicles [e.g. MOP], located directly next to a motorway or expressway

37. Apart from the car parks described in point 36, only a necessary stop is allowed resulting from:

- a) vehicle breakdown, preventing safe continuation of driving,
- b) a road accident in which the vehicle took part;
- c) the need to provide assistance to victims of a road accident - to the extent necessary under the provisions of law, provided that such a stop takes place in the closest possible place to the road accident, where the stopping of the vehicle / stop does not create a road hazard
- d) the necessary refuelling and / or refilling of operating fluids, carried out at a service station, the stoppage may not last longer than 60 minutes,
- e) the need to complete the necessary customs formalities related to the implementation of transport and formalities related to the crossing of the state border, border control, customs clearance, ferry clearance, as well as waiting for these activities - provided that the demurrage resulting from waiting takes place in the parking lot / designated a parking place located directly at the customs terminal (customs office) / border terminal (border crossing) / ferry,
- f) paying for the toll road,
- g) roadside inspection or other stop resulting directly from the order issued to the Contractor by the authorities or services having such authorization,
- h) orders issued by an authorized body (police, road transport inspection and other authorized public services) in a place indicated by them
- i) performing activities related to loading, reloading, add-loading and unloading goods (including waiting for the commencement of these activities) at the place of loading or unloading, provided that the stop is in a fenced and supervised area (the place of loading or unloading is not considered to be generally available /

public located close by, including car parks for guests, arranged outside the fenced and supervised area of the shipper's or recipient's location),

38. A necessary stop is allowed along with leaving the vehicle in the event of sudden illness of the driver, preventing safe continuation of the drive, provided that these circumstances are confirmed by the medical services that provided the driver with the necessary medical assistance. Such a stop should, if possible, take place in one of the places indicated in point 36 above, however, if the condition of the driver does not allow access to such a place, then such a stop must take place in the closest possible place where the stopping of the vehicle / stop will not create a road hazard.
39. The burden of proving the circumstances described in points 37 and 38 rests on the Contractor.
40. During each stop, the driver is obliged to close the vehicle carefully with all factory locks and activate all installed anti-theft devices, alarm, immobilizer etc., as well as take the vehicle documents and transport documents with him. Leaving the vehicle outside the guarded car park is possible for a period not longer than 60 minutes.
41. If the Contractor's third party liability insurance agreement provides for more strict requirements in terms of transport safety, the Contractor is obliged to comply with the rules specified in the insurance contract.

XI. Delivery of the shipment

42. When issuing the shipment to the recipient, the following conditions should be met:
 - a) the load was delivered to the company's headquarters or the recipient's place of residence indicated by the sender;
 - b) the load was delivered to an adult at the address indicated;
 - c) the recipient signed the receiving documents with a legible signature;
 - d) all documents were stamped;
 - e) if the receiver is a physical person: the number of the recipient's ID card or other identity document, and the ID card or other identity card has been presented to the Contractor,
 - f) if the addressee is an entrepreneur / company: company stamp.
43. The Contractor is obliged to ensure that the consignment receipt date is included in the consignment note. In international transport, the Contractor is obliged to check the consignment together with the recipient within the meaning of Art. 30 Act 2 CMR at the time of issuing the shipment to the recipient.

44. The Contractor should comply with the following rules for the exchange of pallets:
- a) if the order requires the exchange of pallets or other packages, the Contractor is obliged to exchange the returnable pallets or packages at the place of loading and at the place of unloading in a 1: 1 ratio and to obtain a properly filled and signed pallet receipt from the sender / recipient. The Contractor has the right not to collect the pallets at the place of unloading only after receiving an entry in the pallet receipt: "Pallets were not exchanged due to lack of replacement pallets" or an equivalent in a foreign language. Otherwise, the Contractor reserves the right to charge contractual penalties in the amount of 15 EUR (for freight specified in EUR) or 60 PLN (for freight specified in PLN) for each unsettled pallet or packaging.
 - b) if the order does not specify the exchange of pallets or other packages, the Contractor has no right to take empty pallets or packages from the place of loading or unloading and is obliged to enter the formula "kein tausch / no exchange" in the consignment note and lieferschein.
45. Unless otherwise specified in the transport order, the Contractor has no right to independently perform or assist in unloading. The above provision does not mean that participation in the unloading as an observer is prohibited.

XII. Communication

46. The Contractor is obliged to provide The Ordering Party with constant telephone contact with the driver performing the transport, who should have at least a functional mobile phone that enables sending and receiving MMS messages.
47. The Contractor is obliged to inform every 12 hours and at each request of The Ordering Party about the approximate location of the load. A single breach of the above obligation shall be considered as the information is not provided at the time it should be provided.
48. In the event of any complications during the performance of the transport or finding that it will not be possible to perform the transport in accordance with its terms, the Contractor is obliged to contact The ordering Party within a maximum of 15 minutes at the telephone number indicated in the transport order. The Contractor bears full responsibility for actions or omissions taken without consultation and consent of The Ordering Party, including in particular all costs arising from the actions or omissions.
49. In the event of a road accident or theft, the Contractor is obliged to notify the police and provide The Ordering Party with a police report.

50. The Contractor is obliged to follow all the instructions received regarding the handling of the shipment while accepting and performing the transport and the method of securing the shipment, specified in the received order or resulting from the procedures, practices or customs applied.
51. The Contractor agrees to carry out any instructions given by The Ordering Party during the transport and to amend the originally concluded transport contract, also without the need to present the first copy of the consignment note, provided that they are provided in documentary form, subject to the provisions of point 52. The Contractor is obliged to execution of instructions provided to him in the above-mentioned form.
52. The Contractor is not obliged to execute the instructions and take into account changes to the contract of carriage, if the execution of these instructions is not possible or interferes with the normal operation of the Contractor's company. It will not be considered a disruption to the normal operation of the Contractor's company, the execution of the instructions in a time allowing for the originally commissioned transport, taking into account the provisions of point 16.
53. If the necessity to carry out the instructions or change the original contract of carriage did not result from circumstances for which the Contractor is responsible, the Contractor is entitled to additional remuneration in proportion to the increased distance that the Contractor must cover in order to fulfil the order. This salary is payable on the date provided for the basic salary. If, as a result of the execution of an instruction or an amendment to the original contract of carriage, the distance that the Contractor must cover to perform the order is shortened, the remuneration shall be proportionally reduced.
54. The Contractor is obliged to inform The Ordering Party by fax or e-mail about the actual date of unloading the goods, providing the order number, within 24 hours after unloading. If there was more than one place of unloading, the date of unloading is required in the last place. In the event of a breach of this obligation by the Contractor, The Ordering Party has the right to charge the Contractor with a contractual penalty of 50 EUR for each breach.

XIII. Shipping documentation

55. The payment period is 50 days, unless the contract provides otherwise, and is counted from the date of receipt of a correctly issued invoice and a complete set of documents.
56. An invoice containing The Ordering Party's order number and information about the prohibition of the assignment of receivables along with the original and confirmed 2 copies of CMR, provided with: legible date, legible signature and stamp of the cargo recipient and the date of receipt of the shipment, with fields 16 and 20 filled in in accordance with the accepted order and 2 copies of all documents accompanying the shipment (in particular Lieferschein), must be issued in the month in which the unloading took place and delivered within 21 days from the date of unloading. At the same time, the Contractor is obligated to send a scan of shipping documents, including the CMR consignment note, within 24 hours of Unloading to: scan@skyfox.com.pl. If the scans of the documents are not sent, the Ordering Party reserves the right to charge the Contractor with contractual penalty in the amount of 60 EUR net.
57. Failure to meet the deadline for delivering the invoice along with the documents will result in a contractual penalty of 300 PLN (if the contract fee is expressed in Polish currency) or 70 EUR (if the contract fee is expressed in a foreign currency) for each day of delay or, if agreed by The Ordering Party the payment period can be extended by 60 days. In the absence of a relevant statement by the Principal before the payment date as set out in point 55, it will be deemed that The Ordering Party decided to extend the payment term to 90 days.
58. In the case of transport to the countries of the Commonwealth of Independent States, the CMR stamps are required: "TOWAR POSTUPIŁ" and "WYPUSK RAZRESZEN", as well as the date, signature and stamp of the recipient of the goods. The Contractor is obliged to send The Ordering Party by fax or e-mail a CMR consignment note within 24 hours after unloading in order to verify the use of correct stamps.
59. If the customs procedure is used during transport, the Contractor is obliged to send together with the invoice a document confirmed by the competent Customs Office confirming its correct completion (e.g. SAD, EX1, T-1). The lack of these documents imposes on the Contractor the obligation to reimburse The Ordering Party of all costs related to the charges imposed on The Ordering Party by the customs office or the tax office or another entity.

XIV. Subcontractors

60. The Contractor is obliged to carry out the transport order personally. The Contractor may subcontract the performance of this contract to a third party only after obtaining the consent of The Ordering Party in the documentary form, under pain of nullity. In

the event of a breach by the Contractor of the provisions of this point, The Ordering Party may charge a contractual penalty in the amount of gross freight.

61. In the event of subcontracting the performance of this contract to a third party, the Contractor is obliged to select an entity that:

- a) holds the licenses, concessions and / or permits required by law to conduct this type of activity; and
- b) has insurance that meets the requirements set out in point 3.

62. When ordering the transport of goods to a new carrier, which the Contractor has not previously commissioned to carry, the Contractor is obliged to check the reliability of the carrier by:

- a) telephone contact with the carrier to a landline or mobile phone number at his office and telephone confirmation of the submission of the transport offer or acceptance of the order, while it is recommended that the Policyholder independently establish the telephone number (e.g. using internet resources) and record the name of the interlocutor after finishing the conversation

b) verification of copies of documents received from the carrier:

- KRS - on the website of the Ministry of Justice <https://ems.ms.gov.pl/>,
- NIP and REGON - on the relevant websites, e.g. Central Statistical Office: <http://www.stat.gov.pl> and / or CEIDG: <https://prod.ceidg.gov.pl> and / or INFOR: <http://www.infor.pl/kalkulatory/regonnip.html>
- transport licenses and / or permits to pursue the profession of a carrier - on the GITD website: <http://gitd.gov.pl/botm/index.php>

In the case of a foreign subcontractor, verification in the country of registration of the actual carrier, e.g. using the European e-justice portal: https://e-justice.europa.eu/content_business_registers_in_member_states-106-pl.do or the European VAT register: http://ec.europa.eu/taxation_customs/vies/?locale=pl

- written or telephone confirmation with the insurance company in which the carrier concluded the OCP insurance contract, the validity of this policy, payment of premiums and the scope of insurance corresponding to the given order, noting the telephone number and name of the caller, date of the call and the name and surname of the confirming person; in the event of a refusal to confirm the OCP policy by the insurance company, the Insured is obliged to document this fact with a note containing the telephone number, date, name and surname of the caller and the reason for the refusal, and if confirmation is not possible for another reason, with a note containing the telephone number and appropriate justification.

63. In the event of subcontracting the commissioned transport to a third party, the Contractor is obliged in his contract with the subcontractor to ensure that the subcontractor complies with the provisions of the GTC, in particular with regard to:
- The obligation to perform the transport in person
 - Rules for issuing the load to recipients
 - Securing the vehicle against theft and burglary
 - Regulation of demurrage of the means of transport with the load
64. The Contractor bears full responsibility for its subcontractors, subsequent subcontractors, as well as for all persons who perform the transport commissioned by the Contractor. The above full liability is not affected by the fact that the person described above is solvent. The Ordering Party may submit recourse claims to the Contractor also in a situation where the Contractor personally did not cause the damage.
65. In the event of damage in transport or due to delay, The Ordering Party will be entitled to charge the Contractor with the costs of repairing the damage from the moment when he is asked to compensate for it, also if he has not yet repaired the damage himself.
66. In international transport, the Contractor, by taking over the load and the bill of lading, also does so on behalf of The Ordering Party and thus acts as a successive carrier within the meaning of Art. 34 of the CMR Convention to the original contract of carriage on the terms of the consignment note, both on its own behalf and on behalf of The Ordering Party. The provisions of point 64-65 of this agreement modify the regulations provided for in Art. 37 of the CMR Convention.

XV. Business secret and unfair competition

67. By accepting this order, the Contractor declares that he is aware that all data related to the transport, such as: details of the sender, recipient, client's contractor, routes, freight rates are the client's business secret.
68. The Contractor undertakes to keep confidential and, without the prior written consent of The Ordering Party, not to disclose to any third parties, including other forwarders and carriers, and not to use for purposes other than those resulting from this order, any information constituting a business secret during the performance of the contract and in the period of 3 years after its termination. In the event of a breach of the above obligation, the Contractor will be obliged to pay a contractual penalty in the amount of

10,000.00 EUR with the proviso that this penalty does not apply to the situation described in point 69.

69. A breach of the above obligation shall be considered, in particular, to submit offers directly to The Ordering Party's contractors and to provide transport services for them without the intermediation of The Ordering Party.
70. The client of The Ordering Party shall be any entity at which loading or unloading takes place during the execution of the order given to the Contractor, each entity indicated in the consignment note as the sender, consignee or carrier during the execution of the order given to the Contractor, as well as any entity about which the Contractor knows that he gave the order to transport The Ordering Party, which was then entrusted to the Contractor. The Contractor's remuneration provided for in the contract concluded with The Ordering Party also includes the obligation to comply with the provisions of this point.
71. A breach of the obligation referred to in point 69 shall also include making offers directly to the Ordering Party's clients or carrying out transport services on their behalf without the intermediation of The Ordering Party by entities related to the Contractor personally or by capital.
72. A person related personally or by capital to the Contractor is considered to be:
 - a) any entities that own more than 10% of the capital of the Contractor;
 - b) entities which, together with the Contractor, are partners in a partnership;
 - c) entities that are partners of the Contractor who is a partnership;
 - d) members of the bodies of the Contractor who is a capital company;
 - e) ascendants and descendants, siblings and relatives up to the 1st degree of the Contractor, as well as any of the entities described above.
73. A breach of the obligation referred to in point 69 shall also be the submission of offers directly to The Ordering Party's clients or the provision of transport services on their behalf without the intermediation of The Ordering Party by Contractor's subcontractors, with the help of which he performed transports for , provided that it applies only to those Customers of The Ordering Party for whom the given subcontractor performed the transport as part of the performance of the transport contract ordered by The Ordering Party of the Contractor.
74. In the event of a breach by the Contractor of the obligation specified in point 69, the Principal has the right to charge a contractual penalty in the amount of 100,000.00 EUR for each breach.

75. The Contractor is forbidden to disseminate false or misleading information about the Ordering Party and / or the enterprise run by The Ordering Party. The messages referred to above are false or misleading information, in particular about: people managing the enterprise, manufactured goods or services provided, prices applied, the economic or legal situation of The Ordering Party or the status of his obligations towards the Contractor or third parties. The above prohibition applies to disseminating information by means of all forms of communication, in particular by means of mass media, including electronic communication via websites, internet forums, e-mail, social networking, industry specialist websites and industry transport exchanges. In the above-mentioned scope, it is the Contractor's responsibility to prove the truthfulness of his statements.
76. The Contractor is forbidden to disclose to third parties, including other shippers and carriers and customers of The Ordering Party, senders and recipients of shipments, any information regarding the state of settlements between The Ordering Party and the Contractor, including the amount of the Contractor's remuneration, payment terms, debt and other financial information to which the Principal is a party. The above prohibition does not apply to the provision of information to debt collection companies and professional representatives in order to conduct their debt collection activities, with the proviso that these entities are not entitled to disclose the above-mentioned information to third parties, and the Contractor is responsible for the breach by these entities of this obligation as for their own actions.
77. In the event of a breach by the Contractor of the obligations set out in points 75 and 76, The Ordering Party has the right to charge a contractual penalty in the amount of 10,000.00 PLN for each breach.

XVI. Liability and contractual penalties

78. If The Ordering Party is notified by the Contractor or a court about the initiation of court proceedings with the participation of the Contractor, the subject of which is the correct performance of obligations related to the transport carried out by the Contractor or liability for damages resulting from this transport, the Contractor is obliged to join such proceedings as an intervener on the side of The Ordering Party. In the event of breach of the above obligation, the Contractor will be obliged to pay a contractual penalty of 10,000.00 EUR
79. The Contractor shall be liable to The Ordering Party for any damage that The Ordering Party has suffered as a result of the Contractor's breach of the obligations set out in

point 20 in breach of obligations by the Contractor. In particular, the Contractor will be obliged to reimburse The Ordering Party of any amounts given by customs authorities and other entities in connection with the breach of obligations by the Contractor.

80. The Contractor shall be liable to The Ordering Party for non-compliance with the regulations referred to in point 2. In particular, the Contractor will be obliged to reimburse The Ordering Party for all amounts given by customs authorities and other entities in connection with non-compliance with the regulations by the Contractor.
81. Regardless of the right to impose contractual penalties on the terms set out in point 82, in the event of non-performance or improper performance of the contract by the Contractor or withdrawal from the contract by The Ordering Party due to the Contractor's fault, The Ordering Party is entitled to entrust the performance of the contract in whole or in part to sub-contractor, and the Contractor is obliged to cover the related costs.
82. The Ordering Party has the right to charge the Contractor with a contractual penalty in the amount of gross freight in the event of:
 - a) truck arriving late at the loading site
 - b) truck not-arriving at the loading site
 - c) the Contractor's failure to perform the transport obligation
 - d) failure to collect all or part of the load for reasons attributable to the Contractor
 - e) withdrawal by The Ordering Party from the contract for reasons attributable to the Contractor
 - f) breach by the Contractor of any of the obligations expressed in point 5-10, 13-14, 19-24, 25-38, 40-43, 44 b, 45-52 and 58-63, with the proviso that a penalty may be imposed separately for each violation
83. In the event of delay at the unloading site, The Ordering Party reserves the right to charge a contractual penalty:
 - a) in the case of domestic transport in the amount of twice the gross freight;
 - b) in the case of cabotage transport in the amount of three times the gross freight;
84. The total amount of contractual penalties resulting from the provisions of point 82 for one order may not exceed twice the gross freight. If the Contractor is charged with a contractual penalty for several violations, The Ordering Party is not obliged to indicate the proportion of the penalties for individual violations. The penalty is due, if it is not higher than the sum of all contractual penalties for individual infringements. Otherwise, the penalty is reduced accordingly.

85. In the case of obligations consisting in completing the order, the Contractor is obliged to prove that the obligation has been performed, and The Ordering Party is entitled to impose a contractual penalty if the Contractor will not provide evidence of the fulfilment of the obligation.
86. In the event of non-performance of the contract by The Ordering Party, in particular in the absence of goods at the loading site, The Ordering Party shall be liable for documented damage to the Contractor, where this liability may not exceed the amount of 100 EUR in the case of transport.
87. The obligation to pay contractual penalties by the Contractor provided for in the contract of transport between The Ordering Party and the Contractor as well as the GTC is independent of the occurrence of the damage and does not exclude the possibility of seeking supplementary compensation on general terms.
88. The Contractor's liability for compliance with the obligations provided for in the contract of transport with The Ordering Party and these GTC is liability on a strict basis and is excluded in the event of force majeure or the sole fault of The Ordering Party.
89. The Contractor's employees are not entitled to recognize any claims of the Contractor against The Ordering Party or to recognize The Ordering Party's liability towards the Contractor in any scope, unless they provide a specific written power of attorney granted by a person authorized to represent The Ordering Party, disclosed in the register of entrepreneurs of the National Court Register.
90. If the Contractor is charged with any contractual penalty provided for in these terms and conditions or if any claims are submitted to him in connection with non-performance or improper performance of the concluded contract, The Ordering Party shall be entitled to charge the Contractor with an administrative fee of 40 EUR.
91. The Contractor is obliged to cover the costs of The Ordering Party's justified legal assistance related to the performance of the concluded contract of transport by the Contractor. Justified legal assistance will be considered in particular in the scope of:
 - a) pursuing from the Contractor justified claims for performance or due to non-performance or improper performance of the contract
 - b) defence against unjustified claims of the Contractor

The Ordering Party's costs referred to above also include the costs of the trial, including legal representation in court proceedings to the extent that they have not been undermined by the Contractor.

92. If the claims referred to in point 91 (a) and (b), prove to be partially justified, the Contractor is obliged to cover the Ordering Party's costs in the proportion in which The Ordering Party's position turned out to be finally justified.
93. The Parties recognize that the Contractor's gross negligence includes, in particular, such behaviours as: failure to comply with road safety rules, use of a subcontractor despite the lack of consent of The Ordering Party, failure to check the subcontractor in accordance with the requirements of this order, failure to turn to The Ordering Party for instructions, failure to take actions aimed at reducing the damage, leaving the vehicle unattended in an unguarded parking lot, driving the vehicle by people without appropriate authorization, not verifying the content of the bill of lading, the condition of the goods and its packaging, handing over the goods to unauthorized people.

XVII. Settlements

94. In the event of a complaint by The Ordering Party for improper performance of the contract of transport, the freight payment deadline is suspended until all doubts related to the determination of the damage and the person responsible for it are clarified, but for no longer than 120 days. The suspension also applies to freight resulting from other contracts of transport performed by the Contractor, provided that these GTC apply to them.
95. The Contractor agrees to set off all claims of The Ordering Party with the Contractor's remuneration for the services rendered and any other liabilities that the Contractor has towards The Ordering Party, while The Ordering Party's claims presented for set-off do not have to come from the same legal relationship as the Contractor's claims. Such a deduction will be considered by the parties as the Contractor's normal performance. If the Ordering Party is entitled to claims against the Contractor expressed in a foreign currency, and the Contractor is entitled to claims against The Ordering Party in Polish or another foreign currency, the Ordering Party is also entitled to submit a statement on the set-off, and the conversion of Ordering Party's claims into the correct currency takes place according to the average exchange rate of the National Bank of Poland on the day on which The Ordering Party submits a declaration of deduction (before this declaration is delivered to the Contractor)
96. The Contractor is not entitled to transfer (assign) to sub-contractor the claims he is entitled to against The Ordering Party on any grounds, in particular due to the performed transport and improper performance of the contract by The Ordering Party, or to submit an offer to conclude such a cession agreement.

97. In the event of a breach by the Contractor of the provisions of point 96, in particular in the case of submitting the receivables for sale on the debt exchange, The Ordering Party will be entitled to charge the Contractor with a contractual penalty in the amount of gross freight resulting from the contract under which the claim is or is to be assigned. In the event of concluding or submitting an offer to conclude receivables resulting from several contracts, contractual penalties are cumulated.
98. The amount specified in the order is final and includes all costs related to transport, incl. permit to transport oversized cargo, cost of ferries, pilotage, EX opening costs, customs clearance costs, escorting costs, etc. Other claims for fees incurred will not be considered, except for those previously agreed with The Ordering Party and on the basis of original documents confirming them.

XVIII. Conclusion of the contract and its amendment

99. If the Contractor, within 30 minutes from sending the order to him by fax or e-mail will not refuse it, it is considered that the order is accepted on the terms specified therein. The refusal referred to in the preceding sentence should be sent by fax or e-mail to the number / address indicated in the order.
100. Acceptance of the terms of the order is also considered to be any actions aimed at its implementation.
101. The order may be accepted only without reservations - with regard to these conditions, the application of Art. 681 of the Civil Code is invalid. The contractor cannot accept an order provided or subject to a time limit.
102. If the Contractor sends back the order to the Ordering Party with deletions or changes, deletions and changes will be considered ineffective, and the offer will be accepted without reservations.
103. If the Contractor sends The Ordering Party a counter-offer in response to the order offer sent, The Ordering Party reserves that such an offer is not subject to its tacit approval, and its acceptance requires documentary confirmation under pain of nullity.
104. The content of the order and these general terms and conditions constitute the entire agreement in terms of mutual rights and obligations, and prior negotiations regarding the content of the contract have no legal significance.
105. Any amendments to the contract shall be in a documentary form, otherwise they are invalid, subject to the provisions of point 18.

XIX. Withdrawal from the contract and its termination

106. The Ordering Party has the right to withdraw from the contract without giving reasons not later than before the planned date of loading, and if the contract provides for a specific period of time for loading, the withdrawal may take place not later than end of this time.
107. The Ordering Party has the right to withdraw from the contract due to the fault of The Ordering Party without calling for its performance, if the Contractor declares that he will not perform the contract under the conditions specified therein. This also applies to the period before the deadline for providing the vehicle for loading.
108. The Ordering Party has the right to withdraw from the contract due to the fault of the ordering Party without calling for its performance in the event of the Contractor's delay in providing the vehicle for loading.
109. The Ordering Party is also entitled to the right provided for in point 108 before the deadline for providing the vehicle for loading, if the circumstances show that the Contractor will not be able to provide the vehicle for loading on time.
110. The withdrawal requires a documentary form, under pain of nullity.

XX. Personal Data Protection

111. Services provided by Skyfox Poland sp. Z o.o., ul. Mińska 63 a, 03-828 Warsaw, include the processing of personal data of data subjects on behalf of the Contractor. With regard to such personal data, Skyfox Poland sp.z o.o. will act as the Processor and the Contractor will act as the Administrator.
112. If the offer is accepted, this provision containing the aforementioned reference should be classified as a contract with a processor within the meaning of Art. 28 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC (general regulation on data protection)

XXI. Final provisions

113. In matters not covered by this contract, the relevant provisions of Polish law shall apply, and in the case of international transport, additionally the CMR Convention, and in the case of cabotage transport, the provisions of the country in which the cabotage transport is performed with regard to the rules of performing the transport contract and the carrier's liability for non-performance or improper performance of the contract of carriage.
114. Any disputes will be settled by a common court competent for the Ordering Party's headquarters.
115. The invalidity of any provision of this agreement shall not render the entire agreement null and void.