

**General order conditions:**

1. The driver has to ensure that he will receive original and valid documents during loading (CMR, and for transport out of the EU: invoice, EUR).
2. In case of any problems during the realization of the transport order that may cause any undesired effects on it, Contractor should inform Contract Giver immediately by telephone or fax.
3. 24 hours for loading and 48 hours for by unloading are free of waiting charge. In case of other justified parking Contractor should show valid parking card.
4. After loading or during any loading activities undertaken by the driver, the risk of accidental damage or loss of goods is on the Contractor's side. In case of any damage, Contractor is in charge of providing a damage report signed by the driver and the representative of the company involved.
5. The Contractor must have valid OCP insurance and appropriate transport permits.
6. Contractor's vehicle has to be in the pointed place in good condition (it should be clean, dry, well-functioning, odour-less) and it also needs to be adapted to carry the cargo defined in the order. When the vehicle doesn't meet the above-mentioned conditions, it will be considered as same situation when no mean of transport is provided.
7. In case of not providing any vehicle for loading by the Contractor, the Contract Giver will order other vehicle at Contractor's expense, or will charge him with contract penalty of 400 EUR.
8. In case of not providing the vehicle in the appointed time specified in the order for loading or unloading, or in case of realization the transport in incorrect way, the Contractor will be charged with the total of damage caused, or with fine of 400 EUR for each 24 hours of loading/unloading delayed.
9. When the time on the order is set, the value of the freight is equal to the payment for the punctual service. Each hour of unpunctual arrival of mean of transport is equal to -10% of freight cost. Reduction of freight doesn't effect on Contractor's responsibility in case of repairing caused damage, or payment the contract penalty.
10. The improperly accomplished order may cause suspension of all payments till the final clarification. When the damage exceeds the freight cost, the Contract Giver has rights to deduct duties of whole freight cost, or charge with fines.
11. In care of loading a foreign partial load to dedicated truck without our permission we reserve the right to fine you with penalty 50% of freight.
12. The Contractor is responsible for issuing an Invoice for provided transport service in the month of its realization and provide documents within 14 days on indicated correspondence reference of Contract Giver, otherwise, the freight will be reduced by 20%.
13. The documents from the shipment are commercial secret, and they are supposed to be delivered on indicated correspondence reference. In case of no reference address given, the documents should be sent immediately to the Contract Giver 's office under threat of losing the freight.
14. The legal protection for Contract Giver 's clients is in force. When it's violated by making an offer or realization of transport / spedition service directly to the Contract Giver 's client, the Contract Giver has the right to charge a fine of 50 000 EUR.
15. The Contract Giver may claim from the Contractor a higher compensation than contract penalty on general rules.
16. Matters not normalized by CMR convention will be dealt with on general rules of Polish law.
17. The court of jurisdiction for solving any conflicts is Court in Katowice selected every time in kind.
18. Any payments are draft only by on- line bank transfers. Check transactions are not accepted.
19. The Contract Giver declares that is a VAT payer and accepts issued VAT invoices without signatures.
20. When there is no written refusal of an order within 30 minutes the order was received, we find that the order has been accepted and taken to the realisation under the conditions above.
21. Taking the order to realisation is equal to confirming declaration of applying minimum wage regulations of EU member states.
22. The Administrator of personal data is Partner Spedycja Sylwia Bugajska-Grajczyk with headquarters on Katowice 40-337 Obrońców Westerplatte 87. Persona data are processed accordingly to Art. 6 Act 1, lit B of general ordinance about personal data protection since 27.04.2016 in order to perform the contract. The Administrator does not share nor passes personal data to third countries/international organisations. Personal data will be kept until expiration of claims resulting from the contract. The individual which personal data are about has a right to access hes data, to correct them, certificate, delete, limit processing, transfer, and file a complaint to supervisory body. The Data will be shared with third parties: accounting office, participants of the transport process covered by this order. The Data does not take part in automated decision making, including profiling. Providing personal data is voluntary but it is necessary to achieve the indicated goal.