



GRCTO

General Rules for Carriage and Transport Organization

introduced by the Resolution of the Management Board of August 1, 2019, effective as of August 12, 2019

1. Carriage Organizer – EUROTRANS SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ (Limited Liability Company) with his registered office in Gdańsk, ul. Dywizji Wołyńskiej 18B/7, 80-041 GDAŃSK, undertakes to transport or send/receive a consignment and/or provide other services related to transport upon an order/request of the Customer against remuneration.
2. Customer – a legal or natural person, also not operating a business, concluding a contract with the Carriage Organizer.
3. Sender - party to the contract of carriage concluded with the Carriers, also consignor, shipper, charterer.
4. Sub-forwarder - an entity to whom principal Freight Forwarder sub-contracts execution of specified part of its tasks.
5. Headers and titles are for information purposes only and do not constitute the content of these General Rules except the dates contained in them.

§ 1.

1. Carriage and Transport Organization General Rules (GRCTO) apply to the relationship between the Carriage Organizer and the Customer. In case of any discrepancies between GFR (GENERAL RULES FOR PROVIDING FORWARDING SERVICES BY EUROTRANS SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ [limited liability company) and GRCTO, the GFR shall prevail. GRCTO are intended to supplement the GFR.

§ 2

1. The Carriage Organizer within the meaning of these rules is an entity which professionally, against remuneration, in its own name but on account of the Customer, undertakes to organize the carriage of cargo specified by the Customer from the place of loading to the place of unloading.
2. The Carriage Organizer may also act on behalf of the Customer, provided that the parties agree so in the order confirmation of the transport organization.



§ 3.

The Carriage Organizer is obliged to perform his services with due diligence, in accordance with the interests of the Customer.

§ 4

1. The Carriage Organizer entrusts the carriage to third parties professionally engaged in such activities, selected by him with all due diligence.

2. The obligations of the Carriage Organizer include concluding, in his own name, but on behalf of the Customer, a contract with a carrier who has the appropriate qualifications for providing professional carriage services and who has the necessary vehicle fleet that meets the requirements specified by the Customer for the carriage of a particular cargo.

3. As part of the transport organization service, the Transport Organizer may provide advice on the organization of carriage or on the preparation of carriage/ cargo, including the selection of the means of transport that best meet the requirements specified by the Customer. In the event of damage to the cargo, the Transport Organizer shall provide assistance to the Customer in seeking compensation from the carrier responsible for the damage by providing all information about the carrier, in particular: the name of the company and the address of the carrier's registered office, policy number, NIP number, REGON, PESEL, information about the carrier's vehicle fleet including the registration numbers and ownership titles.

3. The Carriage Organizer does not provide the service of carriage, but provides the carriage organization services unless the order provides otherwise, in which case the GRCTO shall apply accordingly.

4. Furthermore, the Carriage Organizer:

- ❖ does not provide customs agent services,
- ❖ is not obliged to organize or monitor processes related to loading, transshipment, placement and securing of cargo on the means of transport, carriage or related to the unloading of goods unless individual order terms state otherwise,
- ❖ is not obliged to insure the goods being carried. The goods are insured under the contractual carrier's civil liability insurance policy unless the parties agree otherwise in the order confirmation of transport organization, in which case the Carriage Organizer shall conclude a separate CARGO policy for an additional fee.
- ❖ under no circumstances is responsible for and shall not pay duties, excise duties, VAT or other taxes, including import or export taxes, the payment of which is the sole responsibility of the Customer or his representatives/contractors. This clause remains in force even if it is the Carriage Organizer's responsibility to assist in organizing customs clearance, including indication of and/or payment to the customs agency.

II. ORDERS, OFFERS, AND INFORMATION

§ 5.

The Carriage Organization Contract is considered concluded when the Carriage Organizer receives the order, unless he notifies the Customer that he refuses to accept it or modifies the offer of service provision in the order confirmation of the transport organization sent to the Customer, in which case the contract shall be



considered concluded at the moment of the Customer's acceptance of the order confirmation of the organization of carriage in the form agreed by both parties and, in case of absence of such acceptance, at the time of loading or starting the implementation of the order (whichever comes first), provided that the Customer has not previously rejected the conditions of carriage organization services provided by the Carriage Organizer.

§ 6.

1. The Carriage Organization order should state the scope of the order, type, and properties of the cargo, markings, designations, codes and numbers of particular pieces, number of pieces, weights, dimensions, cubic measurements, value and any other data and documents that prove necessary for the proper execution of the order. It is the Customer's obligation to provide the abovementioned information. The Carriage Organizer is obliged to provide only those services that have been literally listed in the Order of the Carriage Organization unless he clearly indicated otherwise in the relevant correspondence or they were included in the order confirmation of the transport organization sent to the Customer.

§ 7

1. The Customer is obliged to ensure that the order is correct and complete.

2. The Customer shall bear the consequences of inaccurate, incomplete or incorrect data, also regarding the representative of the persons placing the order, contained in any documents, correspondence or provided on the consignment (such as its weight, dimensions, and properties) as well as defective packaging of the consignment, etc. even if the inaccuracy, incompleteness or incorrectness was not his fault.

3. The Customer shall bear the consequences of not following or improper following of the Organizer's instructions and recommendations.

4. The Carriage Organizer shall not be liable for the consequences of failure to fulfill the obligations described in § 6 and § 7 by the Customer.

§ 8

1. The Carriage Organizer shall not be liable for the consequences of errors and misunderstandings arising in connection with any order which was received orally or by phone.

2. The Carriage Organizer shall not be liable for the effects of additional instructions and requests given by the Customer directly to persons who are not authorized to act on behalf of the Carriage Organizer or not authorized by him.

§ 9

When organizing the carriage of dangerous goods, the Customer is obliged to immediately notify the Carriage Organizer of their intended shipment, specifying the properties of the cargo, the degree and type of the hazards involved, as well as their classification according to applicable regulations for a given type of transport.

§ 10.

In case of cancellation of the order without the fault of the Carriage Organizer, the Carriage Organizer shall be entitled to remuneration for the services that were already provided but not less than 10% of the order value and shall be entitled to reimbursement of expenses already incurred and/or loss/damage sustained.



III. OBLIGATIONS OF CARRIAGE ORGANIZER

§ 11

1. The Carriage Organizer shall inform about any changes in the service schedule of the means of transport used for the provision of carriage services.

2. Unless otherwise requested, the Carriage Organizer shall notify and provide information according to his preferences via phone, fax, telegram or letter.

§ 12.

At the request of the Customer, the Carriage Organizer shall provide him with other information and possible advice regarding the execution of the order.

§ 13

The Carriage Organizer is obliged to furnish the carrier or persons designated by him to provide transporting services with the shipping instructions given by the Customer which are needed for the correct provision of the transport services.

§ 14

In the event of damaged or incomplete consignment, the carrier secures the load and notifies the Carriage Organizer and the Customer about it.

§ 15.

The Carriage Organizer shall oblige the carrier to protect the rights of the Customer against third parties to the extent indicated in the order confirmation of the transport organization.

§ 16

Confirmation of receipt of a consignment issued by the carrier indicated by the Carriage Organizer creates a presumption of acceptance of the load in the condition as shown in the certification/clearance.

§ 17.

In case of the absence of specific instructions on the part of the Customer or difficulties in obtaining them, the carrier is obliged to secure the interests of the Customer at his expense, acting at his own discretion in the most favorable way for the Customer in choosing the route, means, conditions and methods of carriage as well



as storage, loading and unloading of consignment, about which he should notify the Customer whenever possible.

IV. INSURANCE

§ 18

The Carriage Organizer shall insure the consignment only if he receives such order from the Customer, and he is entitled to request an advance payment from the Customer to cover the costs of such insurance, and in the event of refusal to pay such advance, he is entitled to refuse to conclude an insurance contract.

V. OBSTACLES TO COMPLETE THE SERVICE OF CARRIAGE ORGANIZATION

§ 19

1. Obstacles that are beyond the control of the Carriage Organizer or any person acting on his behalf (ordinances of authorities, natural disasters, strikes, etc.) preventing all or part of the obligations of the Carriage Organizer from being completed, release him from liability for timely completion of the order for the duration of these obstacles.

2. The Carriage Organizer should notify the Customer about such obstacles. If the obstacle is permanent or circumstances indicate that it will persist for more than 3 business days, the Carriage Organizer may withdraw from the contract, even if it is already partially completed. However, before withdrawing from the contract, the Carriage Organizer is obliged to secure the consignment and the interests of the Customer based on what the parties agree to and at his expense.

3. In the event of the Carriage Organizer's withdrawal from the contract for the reasons given above, he is entitled to reimbursement of expenses incurred in connection with completing the order and an appropriate part of the remuneration for the services which were already provided.

VI. REMUNERATION OF THE CARRIAGE ORGANIZER, REIMBURSEMENT OF EXPENSES INCURRED

§ 20

1. The Carriage Organizer may make the completion of an order subject to an advance payment for expenses related to its completion. The Carriage Organizer may also make the continuation of an order execution subject to immediate reimbursement of expenses already incurred.

§ 21.

Unless otherwise agreed, the Carriage Organizer's amounts due are payable within 30 business days of delivery of the bill or VAT invoice to the Customer.

§ 22.

Seizure, forfeiture (confiscation), or other acts by the authorities regarding the consignment shall not affect the claims of the Carriage Organizer against the Customer unless they were the result of negligence on the part of the Carriage Organizer. The Customer is not entitled to make deductions from the remuneration of the Carriage Organizer or make any compensation without the written consent of the Carriage Organizer under the pain of nullity.



§ 23

1. The Carriage Organizer shall be entitled to remuneration from the Customer in accordance with the amount indicated on the organization of transport order confirmation.
2. The Carriage Organizer is entitled to additional remuneration and reimbursement of expenses incurred for providing additional services.

§ 24.

Placing an order with the Carriage Organizer for the account of a third party does not release the Customer from the obligation to pay the amount due to the Carriage Organizer for the completion of the order.

VII. CLAIMS

§ 25

1. Only the Customer is entitled to submit claims to the Carriage Organizer in respect of any transport organization services ordered.
2. The Customer is obliged to secure damaged cargo and make it available for inspection to persons indicated by the Carriage Organizer.
3. The Customer shall submit any claims in writing.

§ 26

All claims for damage or shortage of items in the consignment should be documented.

§ 27

The Carriage Organizer shall immediately submit a claim to the Carrier and shall forward to the Customer his or his insurer's response to the claim within 7 days from the date of its receipt, but not earlier than 14 days after carrying out the inspection described in § 25 item 2.

III. LIABILITY OF CARRIAGE ORGANIZER

§ 28

The Carriage Organizer shall be liable for damage resulting from non-performance or improper performance of obligations arising from the organization of transport order confirmation unless he proves that he could not prevent the damage in spite of exercising due diligence.

§ 29

The Carriage Organizer is liable for carriers and sub-forwarders subcontracted by him for the execution of the order unless he is not at fault in selecting them.

§ 30

1. The Carriage Organizer is obliged to take all measures necessary to enable the Customer to pursue his claims against persons participating in the execution of the order, although he is not liable for their actions or omissions.
2. If a separate order is accepted, the Carriage Organizer shall pursue these claims at the Customer's request and at his expense and risk.



§ 31

1. The scope of liability of the Carriage Organizer in the event of loss, defect or damage to a consignment while it remained under his supervision cannot exceed the value of the consignment declared in the order for organization of carriage or the organization of carriage order confirmation and in the absence of such declaration, up to the amount of freight. If the date of loading or delivery was not specified in the order, the Carriage Organizer shall not be liable for the delay in loading or the delivery. Otherwise, he shall be liable up to the amount of the order value for the delay in loading and delivery.

IX. SETTLEMENT OF DISPUTES AND APPLICABLE LAW

§ 32

In the absence of a different agreement between the Parties, disputes arising from the order contract shall be settled by the court with territorial jurisdiction over the seat of the Carriage Organizer.

§ 33

In the absence of a different agreement between the Parties, the Polish law shall apply.

§ 34

If the Customer transfers the rights to the order or contract to a third party, the Customer shall ensure that the applicable law is the Polish law and the arbitration court is a court with territorial jurisdiction over the seat of Carriage Organizer. The transfer of any right from an order or contract requires a written consent of the Carriage Organizer under the pain of nullity.



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GENERAL RULES FOR PROVIDING FORWARDING SERVICES BY EUROTRANS

SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ (limited liability company)

introduced by the Resolution of the Management Board of August 1, 2019, effective as of August 12, 2019

§ 1.

The terms used in the General Rules for Providing Forwarding Services denote:

1. Freight Forwarder – EUROTRANS SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ (Limited Liability Company) with his registered office in Gdańsk, ul. Dywizji Wołyńskiej 18B/7, 80-041 GDAŃSK, undertakes to transport or send/receive a consignment and/or provide other services related to transport upon order/request of the Customer against remuneration.
2. Customer – a legal or natural person, also not operating a business, concluding a contract with the Freight Forwarder.
3. Sender – party to a contract of carriage concluded with the Carriers, also consignor, shipper, charterer.
4. Sub-forwarder - an entity to whom principal Freight Forwarder sub-contracts the execution of specified part of his tasks.
5. Items of unusually high value – movables whose value as a consignment exceeds the total sum of the Freight Forwarder's civil liability insurance.

§ 2

These General Rules shall also apply in each case when the Freight Forwarder's civil liability is involved, including for other than the contractual carrier, as well as when the Freight Forwarder accepted the transport order for execution, subject to the mandatory applicable provisions.

§ 3

1. These General Rules shall apply in their entirety. Any exclusions as to the application of some of the provisions have no legal definition, unless the Freight Forwarder expressly agrees to such exclusions in writing, confirming it with his own signature.
2. In order to avoid any doubts, it is assumed that the provisions of these General Rules may not be changed by a Freight Forwarder's employee by way of a statement, promise or other similar assurances made by him, which directly or indirectly aim to impose obligations or liabilities on the Freight Forwarder and which are excluded or limited by force of these General Rules.



§ 4

These General Rules shall also apply to other contracts concluded by the Freight Forwarder with his Customers, provided that this will not lead to a violation of mandatory provisions of law or the nature of the legal relationship.

§ 5

In the case of forwarding items of unusually high value, forwarding cash, paintings, sculptures, and other pieces of art, historical items, etc., these General rules shall apply, but the Freight Forwarder's liability for damages shall be excluded, except for intentional damage.

§ 6

1. An offer submitted by the Freight Forwarder covers only those activities that are listed in it, and the rates/fees for the services referred to in the offer remain valid only during the period of validity of the offer unless otherwise stated in the offer.
2. The Customer acknowledges that the offer submitted by the Freight Forwarder includes only those expenses that are listed in it and related to the uninterrupted execution of the transport process.
3. All expenses, in particular related to stoppage, layover, demurrage, retention expenses which the Freight Forwarder will or might incur shall be paid by the Customer in the amount requested/applied by the Carrier based on invoice or a note within 7 days of its issuing.
4. Increasing the freight by the Carrier even during the transport is binding for the Customer.
5. The Customer declares that he is familiar with the terms and conditions of carriage used by Sea Carriers and Non-Vessel Operating Common Carriers, also existing in the form of bills of lading, tariffs, regulations and other rules for the provision of services by other Carriers. If any such universal terms or rules referred to above prove to be more favorable for the Freight Forwarder than the provisions of these General Rules, they shall apply to contracts concluded between the Customer and the Freight Forwarder.
6. The Customer acknowledges that the delivery base, according to which he concluded a commercial contract, is provided to the Freight Forwarder only for information purposes, and its mentioning in the Freight Forwarder's offer does not mean that the Freight Forwarder is obliged to perform any obligations that are incumbent on the Customer as on the party to the commercial contract.
7. The Freight Forwarder is obligated to provide only those services for which the remuneration has been included in the Freight Forwarder's offer.



8. The transit time (TT) specified by the Freight Forwarder is for information only and is not guaranteed. The Freight Forwarder under no circumstances undertakes to execute the order or to deliver the consignment on time, even if the order, Customer's correspondence with the Freight Forwarder's employee, or other circumstances state otherwise.

§ 7

1. The forwarding contract is considered concluded when the Customer submits a forwarding order or when he decides to proceed with the execution of the order.
2. In the absence of an intention to provide the service, the Freight Forwarder should immediately notify the person who submitted the order.
3. The Freight Forwarder shall not be liable for non-performance or improper performance of services that have not been confirmed by the Customer in writing.
4. The Freight Forwarder is not liable for the effects of additional instructions given by the Customer directly to other parties participating in the forwarding.
5. The Customer shall irrevocably authorize the Freight Forwarder to dispose of the load unless the Freight Forwarder waives this right in writing. The Freight Forwarder at any time and at the expense and risk of the Customer may dispose of the load if the Customer, recipient or other party participating in or having an influence on the execution of the order does not perform their duties and in particular, if additional damage, risk or costs arise.

§ 8

1. The order should contain all essential information about the consignment and its properties, and in particular marks and numbers of pieces (packages), weights, dimensions, cubic measurements, quantity and number of containers, and also indicate whether the goods are listed as strategic, military or dual-use items, indicate the scope of services ordered and any other data and documents necessary for proper execution of the order.
2. The Freight Forwarder reserves the right to change the terms of the offer if the order indicates that the object of forwarding are goods with special properties, which information was not explicitly provided to the Freight Forwarder in the request for quotation.
3. The order will be effective regardless of whether persons authorized to represent the Customer signed it. It is assumed that the persons who signed the order and/or corresponded with the Freight Forwarder and gave him instructions were authorized to do so by the Customer. This presupposition is not subject to challenge by the Customer.
4. In case of dangerous goods, the Customer delivering the order should indicate the exact nature of the hazard and inform of the necessary precautions. In case of dangerous goods within the meaning of special regulations



covering transport of dangerous goods or other goods, to which special regulations apply with regard to their handling during transportation and storage, the Customer is obliged to indicate all particulars indispensable for proper performance of the forwarding order, and in particular their classification in accordance with the regulations concerning such goods.

5. The Customer is required to specify the VGM of a container in accordance with applicable law and to issue a special certificate to the Freight Forwarder which will state the method of weighing used and its details as well as the weight calibration certificate. Otherwise, the Freight Forwarder accepts the details about the weight of the consignment (including VGM), dimensions and quantity received from the Customer as declared and confirmed by the Customer.

§ 9

1. The Freight Forwarder is obliged to provide his services in accordance with the order accepted.

If it is necessary to take actions not covered by the order, the Freight Forwarder should proceed with due diligence, while it is assumed that the Freight Forwarder shall retain the right to demand advance payment and full payment for such actions.

2. In the absence of unequivocal, sufficient or enforceable instructions or special arrangements in the order, the Freight Forwarder has the free choice of time, method of shipment, type of transport and tariffs.

3. The delivery of bills of lading and other documents is always at the risk of the Customer, regardless of the conduct of the postal operator or courier. The Freight Forwarder is not liable for damages resulting from the disappearance of a bill of lading or a set of bills of lading sent to a person indicated by the Customer or the Sea Carrier.

4. The Customer, at the request of the Sea Carrier, will sign a Letter of Indemnity with the content used by this Carrier, and will also ensure a countersignature of a bank or a bank guarantee issued by the bank under the conditions indicated by the Sea Carrier, if such a requirement is set by the Sea Carrier.

5. The Freight Forwarder is not obliged to use the services of inspection companies to check the condition of the container, consignment or seals.

6. Submission of a container at a port terminal without comments or reservations from the terminal staff releases the Freight Forwarder from liability for any damages.

7. The Freight Forwarder is not obliged to load the goods onto a means of transport/into a container or to unload the goods unless the Freight Forwarder's offer clearly indicates otherwise.

8. In case of ascertained shortage or damage to the consignment, lack or inadequacy of seals or other protective devices, the Freight Forwarder informs the Customer and secures the rights of the Customer against third parties responsible for such shortage, damage or fault.

9. The Freight Forwarder is obliged to provide only those services that are listed in his offer, the Customer is responsible for the others.



§ 10

1. The Freight Forwarder may conclude a property insurance policy for transport (cargo) at the order and expense of the Customer. Unless otherwise agreed, the Freight Forwarder is entitled to conclude cargo insurance according to ICC "C".
2. If the Customer himself provides insurance referred to in item 1, he is obliged to include in it a clause excluding the recourse claims of the insurance company against the Freight Forwarder.

§ 11

1. The Freight Forwarder is entitled to remuneration for pursuing a claim procedure filed by the Freight Forwarder on behalf of the Customer or person indicated by him.
2. Unless otherwise agreed, the remuneration referred to in item 1, is equal to 10% of the amount covered by the claim, but not less than the documented costs of carrying out the claim procedure.
3. The Freight Forwarder has the right to retain the amount of remuneration referred to in item 2 if, as a result of accepting the claim, the amount of claim will be transferred to his bank account.

§ 12

1. The Freight Forwarder is entitled to the remuneration from the Customer in accordance with the offer or provisions of the forwarding contract.
2. For services not covered by the contract, but provided by the Freight Forwarder without consultation with the Customer, in order to execute the freight forwarding with due diligence or for the benefit of the consignment or the Customer, the Freight Forwarder is entitled to remuneration in the amount of costs incurred, increased by 20% of their amount.
3. Customer's indication of a third party as the payer of invoices issued by the Freight Forwarder does not release the Customer from the obligation to pay on the terms and within the time limit indicated on the invoice issued by the Freight Forwarder.
4. The rates/fees indicated in the offer of the Freight Forwarder shall apply subject to the availability of equipment and space on the ship in the port of loading and on condition that the goods are loaded onto the ship by that date.

§ 13



Seizure, forfeiture, confiscation, lien or retention of consignment, as well as its sale by government administration or other similar bodies, as well as by a Freight Forwarder Subcontractor, in particular by a Sea Carrier, do not affect the claims of the Freight Forwarder against the Customer, in particular claims for payment of agreed remuneration and reimbursement of costs and expenses.

Freight Forwarder under no circumstances is responsible for and shall not pay any duties, excise duties, VAT or other taxes, including import or export taxes, the payment of which is the responsibility of the Customer or his representatives/contractors, even if it is the Freight Forwarder's responsibility to assist in organizing customs clearance, including indication of and/or payment to the customs agency.

§ 14

The goods will be released only upon showing of the original bill of lading, indicating the Customer or his contractor as the recipient/person entitled to the goods. In the absence of the original bill of lading or in other justified cases, the goods will be released only after signing a guarantee letter in the wording presented by the Freight Forwarder by all persons listed in the bill of lading.

§ 15

1. The forwarding is completed when the Freight Forwarder issues the last invoice/other document of charge related to the service, regardless of the date of issue of the document.
2. The remuneration of the Freight Forwarder is due to him at the moment of sending the consignment (entrusting the consignment to the first Carrier) or its receipt, if the Freight Forwarder does not conclude a transport contract for the Customer, regardless of further events, also those that involve the liability of Freight Forwarder.
3. There is no possibility of offsetting any claims by the Customer against the Freight Forwarder's claims by means of the Customer's statement.
4. The Customer may not transfer the claim against the Freight Forwarder to a third party without the Freight Forwarder's consent, expressed in writing under pain of nullity.

§ 16

1. The Customer is obliged to reimburse the Freight Forwarder all expenses/costs related to the execution of the order, including detention, demurrage, freight costs, incurred at the port of loading and at the port of unloading, including costs/expenses caused by the recipient of the goods or persons acting on his behalf, which



the Freight Forwarder incurred as a result of being indicated by the Customer or the Customer's contractor as the recipient of the goods in the shipowner's bill of lading or air waybill. The refund will take place within 7 days from the date of issuing the invoice for the amount of the above expenses/costs.

2. If the Freight Forwarder acts as a shipper or consignee and claims are lodged against him (e.g. by way of General Average or by other titles), the Customer is obligated to secure the Freight Forwarder's return claims by paying the Freight Forwarder the amount indicated by him within the time limit indicated by the Freight Forwarder and protecting the Freight Forwarder against the consequences resulting from it.

3. If the Freight Forwarder, in order to execute the contract, invests his own money, he is entitled to a commission in the amount of the maximum interest, unless expressly agreed otherwise.

§ 17

1. By accepting the offer of the Freight Forwarder, the Customer declares that he is in good financial situation, he is not currently the subject of bankruptcy or restructuring proceedings, and there are no reasons to submit such an application. The Customer is obliged to notify the Freight Forwarder about submitting an application to the Court to initiate such proceedings no later than on the day following its submission.

2. The Freight Forwarder has the right to retain the consignment covered by the forwarding contract until the date of full payment for the services provided, including previous or next ones. If such payment is not made within 7 days from the date of issuing the invoice or other accounting document or request for payment, the Freight Forwarder will be authorized to sell the consignment by tender or free-hand and in first place cover his due amount for the provision of the service, interest and other costs related to satisfying his claims.

3. The Customer shall be fully liable for any damage to the property of third parties that may arise as a result of pledge or sale of the goods in order to cover the due amount of the Forwarder.

§ 18

The Freight Forwarder is responsible for the subcontractors he contracted for the execution of the order on the basis of fault in the selection.

§ 19

The Freight Forwarder is liable for damage resulting from non-performance or improper performance of the forwarding services as indicated in the forwarding contract as due to his fault, taking into account the provisions of these General Rules.

§ 20



The Freight Forwarder shall not be liable for:

1. valuable consignments and dangerous goods, if they have not been declared and accepted by the Freight Forwarder in the contract concluded, subject to the provisions of § 5 of these General Rules,
2. damage/loss caused by delay,
3. damage in a form other than actual damage,
4. shrinkage,
5. circumstances and damages for which the entity to which the Freight Forwarder refers is not liable, whether on the basis of applicable law or the contractual provisions used by this entity,
6. damage resulting from the break or risk of breaking of the cold chain,
7. damage caused as a result of third parties' access or the risk of such access to the consignment,
8. damages caused as a result of failure to comply with maximum diligence by the Customer as to the entity transferring the consignment for transport or receiving it or its contractors, including as a result of non-sealing of the container in the presence of the Carrier, failure to make relevant entries in the waybill, etc.
9. damages resulting from the exercise by the Freight Forwarder, further forwarder or Carrier of the right of lien or retention.

§ 21

1. The compensation paid by the Freight Forwarder, due to the person entitled under the forwarding contract, is limited to the normal value of the consignment.
2. Under no circumstances may the compensation paid by the Freight Forwarder exceed 2 SDRs for 1 kilogram of the gross weight of a missing or damaged, lost, utilized, rejected, or abandoned consignment regardless of the reason.
3. In total, the compensation due from the Freight Forwarder shall not exceed the equivalent of SDR 50,000 for each event causing damage unless a higher amount of compensation is obtained from the person for whom the Freight Forwarder is responsible.
4. The compensation paid by the Freight Forwarder may not exceed the compensation possible to be obtained from the person responsible for the damage pursuant to law or provisions of the contract or the compensation granted by the Freight Forwarder's insurer, whichever is lower.

§ 22

1. The Customer's claim submitted to the Freight Forwarder should be submitted to the Freight Forwarder in writing within 14 days from the date on which the Customer found out or should have found out about the damage.



2. Claims should be accompanied by documents confirming the condition and value of the consignment and the circumstances of the damage/shortage.
3. Notifying the Freight Forwarder of any damage after the lapse of the time limit to submit objections to the Carrier or other persons responsible for the damage releases the Freight Forwarder from both liability for the damage and from the obligation to take further actions.

§ 23

1. In order to secure the Freight Forwarder's claims arising from the forwarding contract or other related contracts, the Customer shall transfer to the Freight Forwarder the ownership of any goods being or to be the object of customs clearance carried out by the Freight Forwarder.
2. The transfer referred to in item 1 also applies to the goods belonging to the Customer, constituting consignments for which forwarding or transport service is provided by entities belonging to the same capital group as the Freight Forwarder or entities associated with the Freight Forwarder in a different way.
3. The transfer referred to in items 1 and 2 shall be made subject to the condition precedent in the form of not settling by the Customer of all obligations towards the Freight Forwarder or the Treasury.
4. In the event that the Customer ceases to pay his obligations towards the Freight Forwarder or the Treasury, the Freight Forwarder shall be entitled to sell the goods referred to in item 2, without additional payment requests.

§ 24

1. In the event that both parties have their registered offices (place of residence) in Poland, all disputes between the Customer and the Freight Forwarder will be settled by a court having jurisdiction over the seat of the Freight Forwarder.
2. If the Customer has its registered office or place of residence abroad, all disputes between the Customer and the Freight Forwarder shall be settled by a common court, domestic/national or foreign, chosen by the Freight Forwarder, if the suit is filed by the Freight Forwarder or by the common court having jurisdiction over the seat of Freight Forwarder, if the suit is filed against the Freight Forwarder.

§ 25

1. In the event that a provision of these General Rules is found to be ineffective or invalid, it shall not exclude the effectiveness or validity of the remaining provisions of these General Rules.



EUROTRANS Sp. z o.o.

2. These General Rules, adopted by the resolution of the Freight Forwarder Management Board of October 31, 2018 become effective as of December 1, 2018 and shall apply to all contracts concluded after that date.
3. These General Rules also apply retroactively to contracts that are in progress at the time the General Rules come into force, provided that the Customer agrees to their application.

§ 26

1. In matters not covered by these General Rules, the Polish law shall apply.
2. Polish law shall apply to all contracts concluded by the Freight Forwarder with the Customer, regardless of the provisions of other contracts or templates.
3. All disputes will be settled by the court having jurisdiction over the seat of the Freight Forwarder.
4. Headers and titles are for information purposes only and do not constitute the content of these conditions except the dates contained in them

§ 27

1. These General Rules as a contract template are to be found on the Freight Forwarder's website at www.eurotrans.pl in the Cooperation with Customers tab.
2. By submitting a request for quotation or order to the Freight Forwarder, the Customer declares and confirms that he had the opportunity to familiarize himself with these General Rules prior to concluding the forwarding contract with the Freight Forwarder and accepts them without reservation.