

# GENERAL TERMS AND CONDITIONS OF CARRIAGE AGREEMENT FOR CONTRACTORS

(hereinafter referred to as "OWUP")



## § 1. Definitions

1. Toni Logistics - TONI LOGISTICS SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, headquartered in Bukowno, Poland, at the address: ul. Leśna 56, 32-332 Bukowno, registered in the Register of Entrepreneurs under number KRS: 0001006596, NIP: 6372219620, with a share capital of PLN 50,000.
2. Contractor – the entity for whom Toni Logistics provides forwarding services. Depending on the type of entrusted activities, the Contractor can also be the sender or receiver of the shipment.
3. Subcontractor – Toni Logistics' subcontractors, further forwarders, carriers, and other persons or entities used by Toni Logistics to provide forwarding or carriage services.
4. OWUP - these terms and conditions, constituting an integral part of the Agreement concluded by Toni Logistics with the Contractor.
5. Agreement – the contract for Toni Logistics to provide forwarding services on behalf of the Contractor.
6. Parties - a collective term referring to Toni Logistics and the Contractor.

## § 2. Forwarding Service Agreement

1. The Agreement is concluded upon acceptance by Toni Logistics of the offer submitted by the Contractor to perform the Agreement. Confirmation of acceptance (acceptance) of the Agreement is made through the exchange of electronic or documentary communication between the Parties.
2. The subject of the Agreement is the entrustment by the Contractor to Toni Logistics of the organization of carriage on the route agreed between the Parties, understood as the sending or receiving of shipments or performing other services related to their transport.
3. Due to the nature of the Agreement described in point 2 above, the Contractor hereby agrees that Toni Logistics may delegate the execution of the service in whole or in part to Subcontractors holding the appropriate authorizations (licenses, permits) and liability insurance. This does not exclude Toni Logistics' right to carry out the transport independently in accordance with Article 800 of the Civil Code.
4. The Contractor acknowledges that Toni Logistics does not accept settlement through credit notes. The Parties agree that the remuneration for the provided service will be settled based on a VAT invoice issued by Toni Logistics.
5. The Contractor hereby agrees to the transshipment of the goods entrusted under the Agreement by Toni Logistics or the Subcontractor, which should be understood in particular as:
  - a) transferring the goods to another means of transport,
  - b) transporting the goods by ship or ferry,
  - c) attaching the trailer containing the goods to another tractor unit,
  - d) repackaging the goods,
  - e) temporarily transferring the goods to a warehouse.
6. The performance of the activities specified in point 5 above is necessary and justified by the nature of the obligation undertaken by Toni Logistics under the Agreement, and such action cannot be considered gross negligence. In cases where the nature of the shipment entrusted to Toni Logistics makes it impossible for any reason to transship it, the Contractor is obliged to inform Toni Logistics of this fact in at least documentary form before handing over the shipment and, at the same time, immediately obtain Toni Logistics' consent to perform the carriage without transshipment. In the absence of information from the Contractor or lack of consent from Toni Logistics, if the Contractor entrusts the subject shipment to Toni Logistics, Toni Logistics or the Subcontractors shall not be liable for any damages caused during transshipment.
7. The content of these OWUP becomes an integral part of the Agreement, and in case of discrepancies between the provisions, the provisions of the OWUP shall apply in the first place and are superior to the provisions of the Agreement.

8. The Contractor ceases to be bound by the Agreement if Toni Logistics does not confirm acceptance of the Agreement within 30 minutes of the offer being sent. In such a case, it is considered that Toni Logistics has refused to accept the Agreement.
9. Any change to the terms of the Agreement made by the Contractor after receiving confirmation of its acceptance, to which Toni Logistics does not object, will be understood as the submission of a new offer unless the Parties agree otherwise.
10. Toni Logistics is authorized to refuse acceptance of the Agreement by communicating its intention in this regard to the Contractor in any form, e.g., documentary or verbal. Regardless of any reservations made by the Contractor in this matter, Toni Logistics is entitled to withdraw from the execution of the Agreement up to 24 hours before the scheduled loading without the need to pay any contractual penalty or compensation to the Contractor.
11. In the case of subcontracting the transport service by Toni Logistics, all provisions regarding the limitation of Toni Logistics' liability contained in the OWUP, the Civil Code, and the Transport Law Act also apply to these Subcontractors.
12. In the event of a conflict between the OWUP and the Contractor's Agreement or regulations, the provisions of the OWUP take precedence.
13. The sender of the goods covered by the Agreement is each time responsible for the proper arrangement and securing of the goods using the straps provided with the trailer, anti-slip mats, protective corners, and other securing materials, depending on the type of goods being transported and the type of vehicle ordered by the Contractor.
14. Depending on the type of load, the sender of the goods is always responsible for properly preparing the shipment for transport. In the case of the following categories of goods, the sender is required to adhere to the following guidelines:
  - a) Fresh goods - should be cooled to the lower limit of the controlled temperature before loading;
  - b) Goods placed on pallets - the goods should be arranged on the pallet in such a way that they do not protrude beyond the pallet's edges, and the whole should be tightly wrapped with stretch foil and additionally secured with tape;
  - c) Goods weighing over 30 kg - should be placed on carriers that enable handling by a forklift;
  - d) Goods placed on or in - units other than pallets - should be secured internally to prevent movement;
  - e) Machines or devices with protruding elements - these elements should be secured against damage during transport and handling by tightly wrapping with stretch foil and additionally securing with tape;
  - f) Goods sensitive to damage (e.g., glass) - should be marked to indicate any special nature of the shipment or special requirements for its transport, e.g., "fragile," "this side up."
15. Toni Logistics is not liable for improper preparation of the goods for transport by the sender, including incorrect arrangement or securing of the goods, or lack of, inadequacy of the securing materials used, or their improper use by the sender's employees. Any assistance from the driver during loading or unloading is at the sole risk and responsibility of the sender or receiver of the goods.
16. The Parties agree that in case of:
  - a) poor securing and arrangement of goods in the trailer by the sender;
  - b) improper preparation of goods for transport;
  - c) visible damage or shortages of goods (e.g., weight discrepancies);
  - d) entrusting the transport of goods excluded from transport according to § 3 below;
  - e) delivery of goods other than those specified in the Agreement,  
Toni Logistics may refuse to undertake the transport, retaining the right to compensation for providing the vehicle at the loading site and reimbursement of all costs incurred as a result.

### **§ 3. Goods Excluded from Transport**

1. The following shipments are not accepted for transport:
  - a) Cash, securities, and other payment-related documents;
  - b) High-value goods (e.g., jewelry, works of art, antiques, numismatics, etc.);
  - c) Weapons and ammunition;
  - d) Pyrotechnic products;
  - e) Perishable goods requiring special transport conditions;
  - f) Chemically and biologically active goods;
  - g) Animals, human and animal remains;
  - h) Narcotics and psychotropic substances;

- i) Medicines requiring special transport conditions;
  - j) Other goods that by their nature may pose a threat to the health of those in contact with them or may damage or destroy other shipments;
  - k) Goods subject to the Act of March 9, 2017, on the road transport monitoring system (SENT);
  - l) Tobacco products subject to the Act of July 5, 2018, on the protection of health against the effects of tobacco use and tobacco products;
  - m) Other goods whose transport is prohibited by applicable law.
2. High-value goods are understood in this OWUP as:
    - a) Goods whose net value (i.e., excluding VAT) exceeds the equivalent of 8.33 SDR per kilogram of gross weight, regardless of the total value of these goods;
    - b) Goods with a total net value exceeding the equivalent of EUR 200,000, regardless of the value per kilogram of gross weight.
  3. If the value of the goods is not expressed in euros, to determine whether the value of the goods exceeds the limits specified in point 2 a) or b) above, this value shall be converted to PLN according to the average exchange rate announced by the National Bank of Poland and applicable on the day the Agreement is concluded.
  4. Subject to point 5 below, if the Agreement concerns the transport of any category of goods mentioned in point 1 of this paragraph, the Contractor is obliged to obtain individual and explicit consent from Toni Logistics expressed in at least documentary form. In such a case, the Contractor is obliged to provide Toni Logistics with detailed instructions regarding the cargo, including its quantity, type, and value, as well as transport recommendations. If Toni Logistics' consent is not obtained or the appropriate instructions are not provided, Toni Logistics' liability is limited to the value specified in § 5 point 4.
  5. Toni Logistics does not accept shipments if it would violate the law, particularly the Civil Code, the Transport Law, or the CMR Convention.
  6. Toni Logistics also does not accept shipments containing military goods or other goods subject to a prohibition or requiring a license, authorization, or permit (such as dual-use goods or weapons) for import, export, transit, or transfer under export control and sanctions regulations or other regulatory restrictions.
  7. In the case of entrusting the transport of goods subject to monitoring, the conclusion of the Agreement additionally requires the Contractor to fulfill the obligations under the Act of March 9, 2017, on the road transport monitoring system and its implementing acts, including submitting a notification to the Register, obtaining a reference number for this notification, and providing this number to Toni Logistics along with an electronic key securing access to the notification (within the meaning of the Act of March 9, 2017, on the road transport monitoring system and its implementing acts) intended for Toni Logistics.
  8. If a shipment is entrusted that Toni Logistics does not accept for transport according to point 1 above, without obtaining the appropriate consent as per point 4 above, the Contractor is obliged to compensate for any damage resulting from this, particularly related to environmental contamination, in full.
  9. In the case of organizing the transport of shipments subject to customs duties, if the Agreement does not cover the preparation of customs documentation by Toni Logistics, the Contractor is obliged to provide Toni Logistics with complete and correct documentation allowing the lawful transport of such a shipment. If this obligation is breached, the Contractor is obliged to compensate for the damage incurred by Toni Logistics or the Subcontractor in full.

## **§ 4. Remuneration and Provisions Regarding Incurred Costs**

1. The remuneration due to Toni Logistics is specified in the Agreement, accepted for execution by Toni Logistics. The amount indicated in the Agreement is subject to VAT according to the currently applicable regulations.
2. The Contractor is obliged to pay Toni Logistics additional remuneration for any additional services, including:
  - a) Services not covered by the Agreement, performed by Toni Logistics or subcontracted by Toni Logistics to a Subcontractor for the benefit of the Contractor, if agreed with the Contractor at least in documentary form understood as a declaration of will through electronic communication or in the form of a written order from the Contractor, accepted by Toni Logistics,
  - b) Services performed by Toni Logistics or subcontracted by Toni Logistics to a Subcontractor for the benefit of the Contractor, without prior agreement, if necessary for the proper execution of the service covered by the Agreement or essential to secure the claims of the Contractor or Toni Logistics.
3. Additional services not covered by the Agreement, mentioned in point 2 a) and b) of this paragraph, include but are not limited to:

- a) Performing stops during transport, the necessity of which does not lie with Toni Logistics or the Subcontractor, including stops at the loading point, unloading point, border, where the minimum remuneration for one day of stop is EUR 500 net. Remuneration for a stop is due regardless of whether the stop occurred on weekends, public holidays, or due to other circumstances such as a customs office stop or a border stop.
  - b) Executing additional instructions from the Contractor, including instructions to transport the goods to a location different from the one originally specified in the Agreement,
  - c) Performing other services for the Contractor, including loading or unloading goods, transshipment, or assistance in repackaging.
4. The Contractor is obliged to reimburse expenses and fees paid by Toni Logistics or the Subcontractor related to the execution of the Agreement, including, in particular, fees for obtaining permits, parking fees, detour fees, customs fees, administrative fees, and fines.
  5. The payment day of the remuneration for the execution of the Agreement is the day of crediting the bank account of Toni Logistics.
  6. Unless otherwise agreed by the Parties, the payment term for the remuneration due to Toni Logistics is 14 days from the date of sending the VAT invoice to the Contractor.
  7. The Contractor agrees to settle the remuneration payments to Toni Logistics based on scanned transport documents. The Parties hereby stipulate that any provisions of contracts or regulations obliging Toni Logistics to deliver original transport documents do not apply to Toni Logistics.
  8. In the event of unilateral termination of the contract by the Contractor (cancellation of the order) or the occurrence of circumstances referred to in § 5 below, which prevent the execution of the transport, if Toni Logistics has already commenced transport operations, the Contractor is obliged to pay Toni Logistics a contractual penalty amounting to 100% of the agreed remuneration for the execution of the transport.

## § 5. Obstacles to the Execution of the Agreement

1. Toni Logistics is not liable for delays in service execution due to circumstances beyond Toni Logistics' control that make it impossible to execute the service in whole or in part until such circumstances cease.
2. Circumstances beyond Toni Logistics' control that make it impossible to execute the service in whole or in part include, in particular, events caused by "force majeure," i.e., sudden events caused by natural forces, as well as extraordinary, external events of a global or local nature, strikes, wars, political or military restrictions, uprisings, revolutions, epidemics and pandemics, wide-scale territorial riots, which neither Party could prevent.
3. Toni Logistics' liability is limited according to the provisions of law (CMR Convention, Transport Law Act). Additionally, Toni Logistics is not liable for:
  - a) Delays caused by the Contractor's failure to provide complete and correct documentation regarding the shipment in a timely manner, if required;
  - b) Delays and damages caused by the Contractor's failure to include complete information in the Agreement or due to incorrect information provided in transport documentation or by the Contractor regarding the shipment or transport conditions, particularly regarding the place/conditions of loading/unloading;
  - c) Failure of the Contractor to fulfill the conditions for marking or securing the shipment, unless explicitly instructed by Toni Logistics;
  - d) Damages or delays caused by improper securing, marking of the shipment, unless explicitly instructed by Toni Logistics;
  - e) Damages or delays caused by actions/omissions of third parties for which Toni Logistics is not responsible or has not accepted liability;
  - f) Damages or delays caused by the Contractor's failure to provide correct information about the type or value of the goods, recommended transport methods, or safety measures that should be observed.
4. Unless otherwise provided by mandatory law, Toni Logistics' liability to the Contractor is limited to intentional damage. The maximum compensation due to the Contractor is, in any case:
  - a) For damage related to the damage or loss of goods, limited to 8.33 SDR per 1 kg of gross weight of the goods;
  - b) For delay in delivery, limited to the value of the remuneration due for the execution of the Agreement.

## § 6. Complaints

1. If Toni Logistics is liable for an event related to the execution of the Agreement, the Contractor or another authorized person submits a written complaint. The complaint should specify the amount of the claim and provide its justification. All documents that allow determining the basis of the claim should be attached to the complaint, including:
  - a) Agreement;
  - b) CMR consignment note or another equivalent transport document;
  - c) Damage report or another document specifying the extent and nature of the damage to the shipment, if prepared;
  - d) Document confirming the value of the goods (invoice);
  - e) Document confirming the gross weight of the lost or damaged goods;
  - f) Information on whether the goods were insured (e.g., cargo insurance) and whether the damage was covered by compensation from the insurer;
  - g) Information on the Contractor's bank account to which the compensation is to be paid.
2. The complaint should also include any other information and data required by law.
3. Toni Logistics is entitled to request additional information and documents from the Contractor if they are necessary to process the complaint. If the complaint was submitted by an unauthorized person or does not meet the requirements specified in point 1 or any other applicable requirements, or if the required documents or other evidence were not submitted, Toni Logistics will request the person submitting the complaint to correct or complete it within 14 days from receiving such a request under the threat of leaving the complaint unprocessed.
4. The person submitting the complaint is obliged to preserve the goods in their original state until the complaint procedure is completed.
5. Toni Logistics will respond to the complaint within 30 days from the day Toni Logistics receives the complaint, unless a longer period is provided by law. In the case of complaints concerning claims exceeding EUR 200,000 (or its equivalent in PLN according to the average exchange rate applicable at the National Bank of Poland on the day the goods were accepted for transport), the period for responding to the complaint may be unilaterally extended by Toni Logistics. In any case, Toni Logistics will endeavor to complete the complaint procedure within a period not exceeding 6 months.
6. Unless otherwise provided by mandatory law, if Toni Logistics requests the person who submitted the complaint to correct or complete it, the period specified in point 5 above runs from the day Toni Logistics receives the corrected or completed complaint.
7. The lack of a response to the complaint within the period specified in point 5 above is equivalent to the refusal to accept the complaint by Toni Logistics.
8. Without prior written consent (under pain of nullity) from Toni Logistics, the Contractor is not entitled to offset any claims against Toni Logistics' remuneration or other receivables.

## § 7. Final Provisions

1. If any provisions of the OWUP are found to be invalid, it does not affect the validity of the remaining provisions.
2. Toni Logistics publishes changes to the OWUP on the website at the address: <https://toni-logistics.com/docs>
3. Toni Logistics has the right to unilaterally change the provisions of the OWUP. Changes take effect upon the publication of the amended text on the website specified in point 1 or on the date indicated in the published OWUP. Changing contact details (including email addresses and website addresses) or obvious typographical errors does not constitute a change to the OWUP.
4. In matters not regulated in these OWUP or the Agreement, Polish law applies.
5. Any disputes arising from these OWUP or the Agreement and related to them will be resolved by a Polish court with jurisdiction over the seat of Toni Logistics.