

GENERAL TERMS AND CONDITIONS OF CARRIAGE

CARGOLINK TSL SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ

effective from September 1, 2026

General Provisions

1. By accepting a Transport Order for execution from the Principal, the Contractor accepts the provision of services based on the provisions of these General Terms and Conditions of Carriage (hereinafter referred to as "GTC").
2. The Contractor shall perform the services covered by the Transport Order as a carrier.
3. In the event of any contradiction between the contents of the Transport Order and these GTC, the terms of the Transport Order shall take precedence.
4. The provisions of the Transport Order and the GTC shall apply only to the extent that they do not conflict with mandatory legal provisions applicable to a given transport, in particular the Convention on the Contract for the International Carriage of Goods by Road (CMR), the Transport Law, and the regulations of the country in whose territory cabotage transport is performed. Every provision of the GTC concerning the liability, obligations, or rights of the Parties shall be interpreted taking into account the above principle.
5. The terms "Order" and "Transport Order" used in the GTC mean an individual order regarding a specific transport service to which these GTC apply.
6. Whenever the GTC provide for a documentary form, a statement may be submitted in particular by electronic mail, via the Trans.EU platform, or through another electronic communication means agreed by the Parties that enables the recording of the statement's content and identification of the person making it.

I. Conclusion and Amendment of the Contract of Carriage

1. The Transport Order constitutes an offer to conclude a contract of carriage under the terms specified in the Transport Order and these GTC. The Contractor may withdraw from executing the Transport Order within 30 minutes of receiving it. After this time limit expires, the Order shall be deemed accepted.
2. Acceptance of the Transport Order takes place by its confirmation by the Contractor in documentary form. Acceptance of the Transport Order is also deemed to occur if the Contractor takes actions explicitly aimed at its implementation prior to the expiry of the deadline specified in point 1, in particular directing a vehicle to the place of loading, providing vehicle or driver details, or undertaking other operational actions appropriate for a given Transport Order.
3. If, within the time limit specified in point 1, the Contractor neither confirms acceptance of the Transport Order nor undertakes the actions referred to in point 2, the Transport Order shall be deemed not accepted, and the contract of carriage shall not be concluded. Acceptance of the Transport Order after the expiry of this period requires confirmation by the Principal in documentary form.
4. A Transport Order may only be accepted without reservations. A statement by the Contractor containing a change, reservation, or supplement to the terms of the Transport Order does not constitute its acceptance and is treated as a new offer, which binds the Principal only upon its explicit acceptance in documentary form.
5. Any changes to the agreed terms of the Transport Order require acceptance by the Principal in documentary form under pain of nullity.

6. After the contract is concluded, the Contractor is not entitled to unilaterally cancel the Transport Order or refuse to perform it, except in cases resulting from mandatory legal provisions or circumstances for which the Contractor is not responsible.
7. The provisions of this Chapter shall also apply to Transport Orders preceded by arrangements made via the Trans.EU exchange platform or another platform used for agreeing or concluding contracts of carriage.

II. Requirements Regarding the Contractor

1. Representations of the Contractor

By accepting the Transport Order, the Contractor represents that:

- a) it holds appropriate insurance consistent with the conditions specified in these GTC, and authorizes the Principal to contact the insurer to the extent necessary to confirm insurance data;
- b) it has experience in providing transport services analogous to those entrusted to it;
- c) it has vehicles suitable for the execution of the Transport Order;
- d) it employs drivers holding the qualifications necessary for the proper performance of the transport;
- e) it is authorized to perform the given transport, including international or cabotage transport, if the Transport Order concerns such transport;
- f) it knows and complies with the regulations applicable to the transport being performed, in particular regarding the requirements for exercising the occupation of road transport operator, driving times and driver rest periods, posting of drivers, cabotage transport, as well as registration, notification, and monitoring obligations.

2. Insurance, Licenses, and Permits

1. The Contractor is obliged to hold valid Motor Third Party Liability (MTPL) insurance and Carrier's Liability Insurance, covering in particular:
 - a) damage consisting of theft or robbery;
 - b) the type of goods accepted for transport;
 - c) the territorial scope where transport is performed, including cabotage if covered by the Order;
 - d) gross negligence of the Contractor, if such coverage extension is available on the given insurance market.
2. The guarantee amount of the OCP insurance should be adequate to the value and nature of the property accepted for transport and the potential liability of the Contractor. The guarantee amount may not be lower than EUR 200,000, and in the case of cabotage transport in Germany – not lower than EUR 600,000, unless the Transport Order provides for a higher amount.
3. The Contractor is obliged to possess the necessary licenses and permits to perform transport, including international transport, if required for a given Transport Order.
4. If obtaining an abnormal transport permit is necessary for the transport, the Contractor shall obtain it at its own expense, unless the Transport Order provides otherwise.
5. The Contractor is obliged to maintain the required insurance, licenses, and permits throughout the entire period of performance of the Transport Order and to immediately inform the Principal of their expiration, termination, suspension, revocation, or limitation.

3. Documentation of the Contractor

1. Prior to accepting the first Transport Order, and thereafter upon every change, loss of validity, or request of the Principal, the Contractor is obliged to submit current documents confirming business registration, possession of required licenses, permits, and insurance.
2. The Contractor shall submit in particular:
 - a) OCP policy along with proof of premium payment;
 - b) general terms and conditions of insurance;

- c) insurer's certificate on policy validity – if requested by the Principal;
 - d) a current document confirming entry in the relevant register of entrepreneurs;
 - e) required licenses and permits.
3. For each Transport Order, the Contractor shall submit, to the extent necessary for its execution:
- a) vehicle registration numbers;
 - b) first and last name of the driver(s);
 - c) telephone number enabling contact with the driver;
 - d) documents related to the posting of drivers, if required;
 - e) other data or documents necessary due to legal regulations, transport safety, or requirements of the loading or unloading site.

4. Subcontractors

1. The Contractor is not entitled to entrust the performance of the transport to a further carrier or freight forwarder without the prior consent of the Principal expressed in documentary form under pain of nullity.
2. Before entrusting the transport to a subcontractor approved by the Principal, the Contractor is obliged to verify at least their registration data, transport entitlements, required licenses and permits, scope and validity of OCP insurance, as well as vehicle and driver details, and obtain confirmation of delivery and acceptance of these GTC.
3. Upon request of the Principal, the Contractor is obliged to present evidence of subcontractor verification and relevant documents indicated in Chapter III.
4. In the case of executing a Transport Order with the help of a subcontractor, the Contractor is obliged to document payment to the actual carrier for the completed transport if the Principal requests such confirmation or the obligation to present it arises from the Transport Order.
5. The Contractor shall be liable for the acts and omissions of subcontractors and other persons used in performing the transport under the principles resulting from regulations applicable to the given transport.

III. Vehicle and Driver Requirements

1. The Contractor is obliged to provide a vehicle suitable for the type and properties of the goods specified in the Transport Order, technically sound, leak-proof, clean, and properly prepared to perform the transport.
2. The cargo compartment should be clean, dry, free from foreign odors and contaminants that could damage or contaminate the goods.
3. The Contractor is obliged to possess equipment necessary for proper securing of the transported goods, in particular:
 - a) an appropriate number of securing straps;
 - b) anti-slip mats in quantity and with parameters appropriate to the type of cargo transported;
 - c) protective corners and edge protectors;
 - d) stanchions and chains for securing steel coils – in case of a Coilmulde type trailer;
 - e) other securing means required due to the properties of the transported goods.
4. Cargo securing means must meet applicable standards and possess required certificates.
5. In the case of goods requiring an increased level of security, in particular electronics, tobacco products, automotive parts, pharmaceutical products, dangerous goods, vehicles, and alcohol, the vehicle must be equipped with a GPS system enabling real-time location monitoring.
6. The Contractor is obliged to ensure vehicle staffing such that transport can be completed on time while fully complying with regulations on driving times, breaks, and driver rest periods.
7. The driver is obliged to possess and use personal protective equipment required by law, the nature of the transported goods, or regulations in force at the loading or unloading site, in particular safety footwear and a reflective vest.

8. The driver is obliged to observe regulations, HSE rules, and other rules in force on the premises of the sender or recipient, and act in a professional manner.

IV. Loading and Taking Delivery of the Consignment

- 1 The Contractor is obliged to position the vehicle for loading on time.
- 2 The driver is obliged to collect or, if it falls under their duties, draw up the required transport document and duly note additional documents delivered alongside the consignment.
- 3 The transport document must contain data required by applicable regulations for a given transport, in particular:
 - a) sender details;
 - b) consignee details;
 - c) loading date;
 - d) vehicle details;
 - e) required consignment details;
 - f) carrier reservations, if any.
- 4 The Contractor is obliged to check the compliance of the transport document with the Transport Order. In the event of material discrepancies, the Contractor shall refrain from starting the transport and obtain instructions from the Principal.
- 5 The Contractor is obliged, to the extent possible with due diligence, to check the compliance of the goods with the documentation, in particular quantity, weight, marks and numbers, as well as the visible condition of the goods, packaging, and preparation of the consignment for transport.
- 6 In the case of transport of machinery, motor vehicles, or scooters, the Contractor is obliged to take photographic documentation at the loading site consisting of a minimum of 4 photos.
- 7 Reservations regarding goods, packaging, documentation, loading, or stowage must be reported by the Contractor to the Principal and entered into the transport document prior to commencing transport, or if not possible, placed in a separate document signed by the parties.
- 8 If a visible defect concerning loading, stowage, or securing of goods may endanger transport safety, lead to a breach of law, or cause damage, the Contractor should not start transport until the defect is rectified or lawful instructions are received.
- 9 The cargo weight specified in the Transport Order may vary by +/-15%. If the difference is within this tolerance, the Contractor is obliged to perform transport for the agreed remuneration. If the difference exceeds the specified tolerance and the Contractor has the capacity to transport the entire load, upon the Principal's instruction the Contractor is obliged to perform transport, receiving proportional additional remuneration for the quantity exceeding the tolerance.
- 10 In no case shall weight tolerance or the Principal's instruction entitle or obligate the Contractor to exceed allowable payload, gross vehicle weight (GVW), axle loads, or other legal limitations.
- 11 11. Unless the Parties agree otherwise in the Transport Order or later in documentary form, the Contractor is not entitled to independently perform or assist in loading operations.

V. Performance and Safety of Transport

1. The Contractor is prohibited from transshipping cargo or co-loading cargo of another entity without prior consent of the Principal expressed in documentary form.
2. The prohibition mentioned in point 1 does not apply when transshipment is necessary for safety reasons or arises from an order of a competent authority, and obtaining prior consent from the Principal is impossible. In such case, the Contractor is obliged to immediately inform the Principal.
3. The Contractor is obliged to comply with applicable customs regulations and properly perform customs duties resting upon it according to law or the Transport Order.

4. Before starting and during transport, the Contractor is obliged to verify whether performance of transport is subject to special reporting, monitoring, customs, excise, sanction, or other administrative duties falling on its side.
5. The Contractor is obliged to carry out transport on roads suitable for the vehicle and transport type, complying with restrictions, detours, and instructions of relevant authorities.
6. The driver is obliged with utmost care to secure the vehicle and goods against theft and unauthorized access.
7. Stops exceeding 60 minutes must take place at guarded parking lots, understood as fenced, illuminated, and monitored sites.
8. If a guarded parking lot is not available on a given route, the Contractor is obliged to select a location providing the highest available level of security, meeting at least the requirements of its insurance.
9. Parking at other locations is permissible if resulting from:
 - a) loading, unloading, or waiting for these activities;
 - b) carrying out customs or border formalities;
 - c) breakdown or accident;
 - d) health status of the driver;
 - e) mandatory driver break or rest period, if further driving would violate regulations.
10. When leaving the vehicle, the driver is obliged to lock the vehicle, activate available anti-theft devices, and secure transport documents and vehicle documents against unauthorized access.
11. If the OCP insurance contract provides for stricter security requirements, the Contractor is obliged to observe them.
12. The Contractor is obliged to apply safeguards required by law and principles of due diligence to prevent unauthorized access by third parties to the vehicle and cargo space.
13. The Contractor is obliged to execute the Transport Order in compliance with applicable economic sanction laws, export, import, and transit controls, and to immediately inform the Principal of any circumstance preventing lawful transport execution.

VI. Special Types of Transport

1. Cabotage Transport

1. In the case of cabotage transport, the Contractor is obliged to comply with all conditions for cabotage under Regulation (EC) No 1072/2009 as amended and regulations of the country of execution, including restrictions on frequency, time limits, and operational periods.
2. The Contractor is obliged to possess documentation proving compliance of cabotage transport with applicable regulations.
3. If the designated vehicle cannot lawfully perform the cabotage transport, the Contractor shall immediately inform the Principal and, if possible, provide another vehicle.

2. Temperature-Controlled Transport

1. In the case of temperature-controlled transport, the Contractor is obliged to:
 - a) hold a valid ATP certificate, if required;
 - b) use a vehicle equipped with a working refrigeration unit and a properly calibrated temperature measuring and recording system;
 - c) ensure required temperature in the cargo compartment before loading starts;
 - d) maintain required temperature throughout the entire transport period;
 - e) ensure necessary power supply to the cooling unit during stops;
 - f) monitor temperature throughout the entire transport period;

- g) upon request of the Principal, submit a temperature log including date, time, and temperature, at a recording frequency of no less than every 30 minutes, unless regulations, product requirements, or the Transport Order prescribe higher frequency;
- h) store temperature records for at least one year from completion of transport, unless regulations require a longer period.

3. Dangerous Goods Transport

1. In the case of dangerous goods transport, the Contractor is obliged to perform transport in compliance with current ADR regulations and provide a vehicle, driver, documentation, labeling, protective, and emergency equipment suitable for the cargo type and transport performed.

4. Waste Transport

2. If the consignment constitutes waste, the Contractor is obliged to verify prior to transport that it holds required authorizations and documentation for lawful transport.
3. In cross-border shipments of waste, the Contractor shall comply with carrier duties arising in particular from Regulation (EU) 2024/1157 and relevant national laws and electronic data exchange requirements.

VII. Delivery of Consignment and Unloading

1. The consignment should be delivered at the place specified in the Transport Order or transport document.
2. The recipient of the consignment is obliged to confirm delivery with a legible signature or other lawful confirmation method enabling verification of recipient details.
3. In case of justified need, the Contractor shall verify recipient authorization without recording ID document numbers, unless such duty arises from law or transport requirements.
4. In international transport, the Contractor shall cooperate with the consignee in checking consignment condition to the extent provided by the CMR Convention.
5. If the Transport Order provides for pallet or packaging exchange, the Contractor is obliged to perform exchange according to Order conditions and obtain a properly completed pallet receipt.
6. If pallets are not subject to exchange, the Contractor must obtain an appropriate annotation in the transport documentation.
7. If, due to a culpable lack of required annotation in transport documents or pallet receipt, the Principal incurs additional costs, the Contractor shall cover them.
8. Unless the Transport Order provides otherwise, the Contractor is not entitled to independently perform or assist in unloading.

VIII. Communication and Transport Documentation

1. Communication

1. The Contractor is obliged to provide the Principal with continuous contact with the driver performing transport.
2. Lack of contact is defined as a situation where the Contractor or driver does not answer the Principal's call and fails to return contact within one hour.
3. The Contractor is obliged to:
 - a) inform every 5 hours and upon every request of the Principal of the approximate location of the load;
 - b) upon request, share vehicle location using a provided technical solution, provided it is technically possible and safe;
 - c) immediately report any circumstance that may prevent proper or timely transport performance;
 - d) inform of anticipated unloading delays exceeding 30 minutes.

4. In case of complications during transport, the Contractor must contact the Principal immediately, no later than within 15 minutes of gaining information about the event.
5. In the event of an accident, theft of vehicle or cargo, the Contractor must notify competent authorities if required or justified, and provide the Principal with available event documentation.
6. The Contractor shall comply with lawful instructions of the Principal concerning cargo or transport execution mode.
7. If implementing instructions alters the route due to reasons independent of the Contractor, additional remuneration is due:
 - a) EUR 0.70 / additional km – vehicle up to 3.5 t GVW;
 - b) EUR 1.00 / additional km – vehicle up to 12 t GVW;
 - c) EUR 1.30 / additional km – vehicle up to 40 t GVW,
8. unless the Parties agree on another rate.

2. Transport Documentation

1. The Contractor is obliged to submit to the Principal, as applicable to the Order, in particular:
 - a) consignment note or equivalent transport document;
 - b) goods specification;
 - c) EUR.1 certificate of origin, if required;
 - d) pallet receipt, if required;
 - e) temperature log, if applicable;
 - f) customs documentation;
 - g) other documents specified in the Transport Order.
2. Documents must be sent in electronic form to: office@cargolinktsl.eu within 24 hours of unloading. In special cases, the Principal may require submission within 5 hours of unloading if notified no later than at unloading.
3. If original documents are required, the Contractor must deliver them within 14 days of unloading to: Ogrodowa 9 / 34, 32-800 Brzesko, Poland.
4. If the Transport Order mandates submitting an "attestation", the Contractor must submit it within 48 hours of payment execution to which the document relates.
5. If additional confirmations, stamps, annotations, or customs documents are required, the Contractor must obtain and submit them according to requirements.
6. The Contractor is obliged immediately after unloading to inform the Principal of the actual unloading date, providing the Transport Order number.

IX. Confidentiality and Non-Circumvention

1. Non-public information related to transport, in particular sender, recipient, Principal's client details, routes, and freight rates, may constitute business secrets of the Principal.
2. The Contractor undertakes during execution and for 3 years thereafter to keep confidential and not use for purposes other than executing the Order information constituting business secrets of the Principal.
3. During the period specified in point 2, the Contractor agrees not to directly offer services to the Principal's clients with whom contact was gained or knowledge acquired through executing the Order, nor perform transport for them bypassing the Principal.
4. A client of the Principal is defined as an entity where loading or unloading occurs, an entity named as sender or recipient, or an entity known to have placed the transport order with the Principal subsequently assigned to the Contractor.
5. An entity with which the Contractor maintained independent commercial relations prior to receiving the Order is not considered a client of the Principal. The burden of proof rests on the Contractor.
6. The prohibition above covers actions of controlling entities, controlled entities, or subcontractors of the Contractor if taken with the Contractor's knowledge or to circumvent the prohibition.

7. The Contractor is obliged to maintain confidentiality of settlement details between the Parties.
8. Confidentiality obligations do not cover disclosures required by mandatory law or disclosures to professional advisors, insurers, financiers, or competent authorities to the extent necessary for a legitimate purpose.

X. Liability and Contractual Penalties

1. Contractual penalties specified in this Chapter apply taking into account the principle defined in Chapter I point 4.
2. The Contractor shall pay the Principal a contractual penalty of:
 - a) 100% gross freight – for non-performance of the Order or withdrawal due to reasons attributable to the Contractor;
 - b) 10% gross freight for each started hour of culpable delay in vehicle placement for loading, capped at 100% freight; if delay prevents loading or forces assignment to another carrier – 100% freight;
 - c) 100% gross freight – for failure to collect all or part of goods due to reasons attributable to the Contractor;
 - d) 100% gross freight – for unauthorized subcontracting of transport;
 - e) 25% gross freight – for material breach of vehicle or equipment requirements, and 100% freight if the breach prevented transport or created a significant safety hazard;
 - f) 20% gross freight – for failure to submit required Contractor documentation, and 100% freight if missing documents prevent lawful execution;
 - g) 100% gross freight – for unauthorized transshipment or co-loading;
 - h) 100% gross freight – for material breach of temperature-controlled transport duties if the breach could affect cargo condition;
 - i) 100% gross freight – for material breach of transport safety rules causing increased risk of loss, theft, or damage;
 - j) 10% gross freight for each material breach of communication duties, capped at 50% freight per Transport Order.
3. Contractor liability for delay in delivery is governed by regulations applicable to the given transport, in particular the CMR Convention or Transport Law.
4. For breach of confidentiality or non-circumvention obligations, the Contractor shall pay a contractual penalty of EUR 100,000 for each separate breach.
5. Upon request of the Principal, the Contractor is obliged to cooperate in defense against transport-related claims, presenting documents, information, and evidence, and joining proceedings where legally permissible. Unjustified refusal carries a EUR 10,000 penalty.
6. For an unreturned pallet, the Contractor shall pay EUR 25, and for an unreturned glitterbox – EUR 120, if unreturned due to reasons attributable to the Contractor.
7. For culpable delay in submitting transport documentation, the Contractor shall pay 2% gross freight per day of delay, capped at 50% gross freight.
8. For a transport document filled out with material errors due to reasons attributable to the Contractor, a penalty of 10% gross freight applies.
9. For failure to provide actual unloading date along with Order number, a penalty of EUR 50 per breach applies.
10. For breach of settlement confidentiality, the Contractor shall pay PLN 10,000 per breach.
11. In case of breach of claim assignment prohibition, the Contractor shall pay a penalty equal to the value of the assigned claim.
12. If Principal's damage exceeds the contractual penalty, supplementary damages may be claimed under general principles.
13. Contractual penalties may be charged separately for each distinct breach of obligation.
14. The Contractor is liable for damages arising from breach of customs, cabotage, sanction, or other transport-related regulations.
15. If performance indicates the Contractor will not deliver on time, the Principal may entrust performance to another entity at the Contractor's expense for reasonable additional costs.

16. The Contractor shall, upon request, present evidence of proper fulfillment of duties under the Order and GTC.
17. The obligation to pay contractual penalties is independent of damage occurrence or amount, subject to mandatory laws.
18. In assessing gross negligence, all circumstances are considered, including breach nature, hazard level, and Contractor awareness.

XI. Remuneration and Settlements

1. Remuneration and Invoicing

1. Remuneration in the Order is fixed and includes all ordinary and foreseeable costs, unless agreed otherwise.
2. Remuneration currency is specified in the Transport Order.
3. Invoicing, VAT determination, and currency conversion follow applicable tax laws.
4. The invoice must contain the Transport Order number.
5. Each invoice may cover only one Transport Order unless collective invoicing is approved by the Principal.
6. If required by law to issue invoices via National e-Invoicing System (KSeF), it must be issued via KSeF. Otherwise, send to: Ogrodowa 9 / 34, 32-800 Brzesko, Poland. A PDF copy must be sent to: invoices@cargolinktsl.eu.
7. Payment terms are 60 days unless specified otherwise, subject to mandatory commercial payment laws.
8. Payments are technically processed on Tuesdays and Fridays without exceeding due dates.

2. Demurrage / Standby

1. The first 24 hours of waiting for loading and first 24 hours for unloading are free from demurrage charges. Parking on Saturdays, Sundays, and public holidays is free unless agreed otherwise.
2. The Principal is not liable for delays at borders, customs, or traffic restrictions unless attributable to the Principal.
3. Otherwise, the Contractor is entitled to EUR 50 per started 24 hours after the initial 24 hours.
4. Standby must be documented by a driver card, sender/consignee confirmation, or GPS log.
5. If standby is beyond Contractor control, completion deadlines are extended accordingly.

3. Complaints, Set-off, and Assignment

1. In case of a justified complaint, the Principal may withhold payment corresponding to the claim value. The undisputed part shall be paid on time.
2. The Contractor consents to set-off of Principal's claims against Contractor's receivables.
3. Currency conversions for set-off use average NBP exchange rates on the last working day prior to effective set-off.
4. Receivables cannot be assigned to third parties without prior written consent under pain of nullity.
5. Application of Art. 790 of the Polish Civil Code is excluded to the extent permitted by law.

4. Additional Costs

1. Reimbursement for additional costs is due only if provided by GTC, Order, or approved in documentary form.
2. For sudden necessary costs where prior consent was impossible, immediate notification and proof are required.
3. Additional costs must be supported by proper accounting documents.
4. Additional costs may include agreed standby, rerouting, storage, extra kilometers, or extra loading/unloading operations.

XII. Final Provisions

1. Substantive Polish law applies to Transport Orders and GTC, taking into account Chapter I point 4.
2. Disputes shall be resolved by the court having jurisdiction over the Principal's registered seat, unless mandatory law provides otherwise.
3. If any provision becomes invalid or unenforceable, remaining provisions remain valid.

4. The version of GTC provided prior to contract conclusion applies. GTC amendments do not affect prior Orders.
5. Force majeure means an extraordinary external event beyond reasonable control whose effects could not be prevented with due diligence.
6. The Contractor must ensure personal data of drivers and personnel is provided in compliance with data protection laws.
7. Electronic consignment notes (e-CMR) or electronic transport documents are permitted on equal terms with paper documents unless paper is required.
8. Chapter headings are for organizational purposes only and do not affect interpretation.