



FEBO LOGISTIC

www.febologistic.com

GENERAL TERMS AND CONDITIONS OF CONTRACTS

I. PRELIMINARY PROVISIONS

1. These General Terms and Conditions of Contracts (hereinafter referred to as "**GTC**") constitute a standard contract, within the meaning of Article 384 §1 of the Polish Civil Code, used by **FEBO LOGISTIC sp. z o.o.** (*limited liability company*) with its registered seat in Stojadła (Republic of Poland) at Polna 9 Street (postal code: 05-300 Mińsk Mazowiecki), entered into the Register of Entrepreneurs of the National Court Register kept by the Sąd Rejonowy Lublin-Wschód w Lublinie z siedzibą w Świdniku, VI Commercial Division of the National Court Register under KRS number: **0000289610**, with tax identification number: **8222241582** and REGON number: **141098834**, with a share capital of PLN 130.000,00 (one hundred thirty thousand zlotys) paid in full (hereinafter referred to as "**Febo Logistic**").
2. The GTC apply to all contracts for the carriage of goods by road concluded by Febo Logistic in which this company acts as the **principal/sender**.
3. The following terms used in the GTC, written with a capital letter, have the meanings given to them below:
 - i. **Carriage Documents** - means the consignment note within the meaning of the Convention on the Contract for the International Carriage of Goods by Road (CMR), other consignment notes, and documents such as the external release notes and other accompanying the goods during the execution of the Contract by the **Carrier**;
 - ii. **Contract** - means a contract for the international or domestic carriage of goods by road concluded between the **Principal** and the **Carrier** based on the Order and the GTC, the content of which is jointly constituted by the Order and the GTC;
 - iii. **Order** - means an offer, within the meaning of Article 66 §1 of the Polish Civil Code, to conclude a contract for the international or domestic carriage of goods by road addressed by the **Principal** to the **Carrier**, the acceptance of which is equivalent to the conclusion of the Contract;
 - iv. **Principal** - means Febo Logistic;
 - v. **Carrier** - means any civil law entity that has concluded a Contract with the **Principal**;
 - vi. **Guarded Parking** - means parking lots indicated at <https://transpark-app.iru.org/> using search criteria including jointly "24h/24h Guard," "Fences," "Video," and "Flood lighting."

II. CONCLUSION OF THE CONTRACT

4. A Contract is concluded by the **Carrier's** acceptance of an Order directed to it by the **Principal**. The content of an Order is determined based on negotiations conducted by the **Principal** with the **Carrier** before the **Principal** addresses an Order to the **Carrier**.
5. Acceptance of an Order by the **Carrier**, resulting in the conclusion of a Contract, occurs either when the **Carrier** makes a declaration of acceptance of an Order or after the lapse of 30 (thirty) minutes from the delivery of an Order to the **Carrier**, provided the **Carrier** does not make a declaration to the **Principal** of refusal to accept an Order within this period.
6. An Order can only be accepted by the **Carrier** stipulations, i.e., without any reservations, amendments, or conditions.

7. Any changes to a Contract require written form under the penalty of nullity, except for the place of loading or delivery (unloading) and their deadlines, which may be changed by the **Principal** through a unilateral declaration made in any form.
8. In case of discrepancies between an Order and the GTC, the provisions of an Order shall prevail and be binding.
9. By concluding a Contract, the **Carrier** declares and assures the **Principal** that:
 - i. it has and will maintain, throughout the duration of a Contract, a valid carrier's liability insurance policy with a coverage amount of not less than EUR 250,000 (two hundred fifty thousand euros and 00/100) or the equivalent of this amount according to the average exchange rate of the National Bank of Poland on the day of receipt of an Order for each incident, including theft, robbery, and damage to the goods covered by an Order (with a clause covering damages resulting from the driver's influence of alcohol or other intoxicating substances, as well as a clause covering the parking of the means of transport outside Guarded Parking without excluding protection for the goods accepted for carriage under a Contract), which policy should be valid for the entire route of carriage covered by a Contract;
 - ii. the carriage covered by a Contract will be carried out using means of transport appropriate for the carriage covered by a Contract and the goods covered by a Contract, adapted to perform the carriage of goods covered by a Contract;
 - iii. it holds all necessary licenses and permits required for the carriage of goods by road, including the carriage covered by a Contract;
 - iv. parking of the means of transport used to perform a Contract will only take place in Guarded Parking – in case of breach of this obligation, the **Carrier** will pay the **Principal** a contractual penalty of EUR 500,00 (five hundred euros) within 7 (seven) days from the delivery of a request for payment of this contractual penalty by the **Principal**;
 - v. parking of the means of transport used to perform a Contract will take place in a manner limiting access to its loading space – for example, for a trailer with a rigid structure, it will be parked in such a way that the doors of this trailer are blocked by a wall, fence, or other obstacle;
 - vi. it is aware that the **Carrier** has no right, except for cases specified in Article 13(2) of the Convention on the Contract for the International Carriage of Goods by Road (CMR) and Article 57(1) of the Polish Transport Law, and only under the conditions specified by these regulations, to any lien or pledge on the goods being the subject of a Contract, and unauthorized retention of the goods by the **Carrier** constitutes grounds for applying Article 29(1) of the Convention on the Contract for the International Carriage of Goods by Road (CMR) and for charging the **Carrier** with a contractual penalty specified in the GTC;
 - vii. if the subject of the carriage covered by a Contract is the carriage of dangerous goods, it has all necessary authorizations, etc., required to perform the carriage of such goods;
 - viii. it is aware that its obligations under a Contract include all actions necessary for the performance of the carriage covered by a Contract, as well as all other obligations arising from a Contract, and it undertakes to perform these actions and obligations properly and timely;
 - ix. it undertakes to timely provide the means of transport at the loading place covered by a Contract as indicated in an Order;
 - x. it undertakes to supervise or participate or cooperate, as the case may be, in loading, placement of the goods, as well as unloading activities;
 - xi. it undertakes to properly and in compliance with industry standards secure the goods or, if another entity secures the goods, to supervise the activities of this entity;

- xii. it undertakes to take care of the Carriage Documents, which includes collecting all Carriage Documents related to the performance of a Contract, obtaining the required signatures and stamps on them, and keeping the Carriage Documents until their originals are delivered to the **Principal**;
- xiii. it undertakes to keep confidential all information, data, and documents to which it gained access or about which it learned while performing a Contract, related directly or indirectly to the **Principal**, the **Principal's** business, the **Principal's** contractors, the factual sender, and recipient of the goods covered by a Contract, as well as other persons or entities involved in activities related to the performance of a Contract;
- xiv. it undertakes to immediately notify the **Principal** of any damage to the transported goods or obstacles in performing the carriage covered by a Contract according to its terms.

III. INVOICING, PAYMENT OF FREIGHT, AND DISCOUNT

- 10. In addition to the freight specified in a Contract (Order), that is a lump-sum remuneration for the performance of the carriage covered by a Contract and the performance of all the **Carrier's** obligations under a Contract, the **Carrier** is not entitled to any claims against the **Principal**, including for an increase in freight or reimbursement of costs directly or indirectly related to the performance of a Contract (including, among others, costs of fuel, AdBlue, consumables, repairs, inspection costs, ferry crossings, etc.), as it is obliged to bear them on its own.
- 11. If the freight due to the **Carrier** is expressed in a foreign currency (other than Polish zloty) in a Contract (Order), in the invoice issued by the **Carrier** for the freight amount, both the value-added tax amount and the net freight amount must also be expressed in Polish zlotys according to the average exchange rate of the relevant foreign currency announced by the National Bank of Poland on the last business day preceding the date the tax obligation arises (service performance).
- 12. Payment of the freight by the **Principal**, in the case of freight expressed in a foreign currency (other than Polish zloty), at the discretion of the **Principal**, may be made in that foreign currency or in Polish zlotys – in the case of payment in Polish zlotys, the exchange to Polish zlotys is made according to the average exchange rate of the foreign currency announced by the National Bank of Poland on the last business day preceding the date the tax obligation arises (service performance).
- 13. In the invoice for the freight amount, the **Carrier** is obliged to indicate:
 - i. number of an Order based on which a given Contract was concluded;
 - ii. exact details of the **Principal** disclosed in the register of entrepreneurs of the National Court Register on the day of issuing the invoice.
- 14. The **Principal**, pursuant to Article 106n of the Polish Act on Goods and Services Tax, accepts the use of an electronic invoice by the **Carrier**, and the **Carrier** undertakes to use an electronic invoice.
- 15. The **Carrier** is entitled to issue an invoice for the freight amount no earlier than upon completion of the carriage covered by a Contract, and is also obliged to deliver the freight invoice to the **Principal** within 3 (three) business days from the day of delivery (unloading), but no later than in the month of delivery (unloading) (the rule is 3 (three) business days, but if this period expires before the end of the month of delivery (unloading), the **Carrier** is obliged to deliver the invoice on the last day of the month of delivery (unloading) at the latest) each time with a scanned copy of the Carriage Documents, which should be sent to the address of the **Principal's** indicated on the first page of an Order. Should the **Carrier** fail to send the **Principal** a scanned copy of the Carriage Documents within 3 (three) business days from the day of delivery (unloading), but no later than in the month of delivery

- (unloading) (the rule is 3 (three) business days, but if this period expires before the end of the month of delivery (unloading), the **Carrier** is obliged to send the scanned copy of the Carriage Documents on the last day of the month of delivery (unloading)), the **Carrier** will pay the **Principal** a contractual penalty of EUR 40,00 (forty euros and 00/100) within 7 (seven) days from the delivery of the **Principal's** demand for payment of this contractual penalty.
16. The **Carrier**, regardless of the delivery of scanned copies of the Carriage Documents, is obliged to deliver to the **Principal**, within 14 (fourteen) days from the day of delivery (unloading), a complete set of original Carriage Documents, which should be delivered to the **Principal** in person or by registered mail.
 17. In the event of the **Carrier's** delay in fulfilling the obligation referred to in point 16 of the GTC, the **Carrier** will pay the **Principal** a contractual penalty of EUR 40,00 (forty euros and 00/100) within 7 (seven) days from the delivery to the **Carrier** of the **Principal's** demand for payment of this contractual penalty.
 18. The payment term for the freight due to the **Carrier** under a Contract is 60 (sixty) days (unless a different term is specified in an Order - in which case, the term specified in an Order is binding) from the day of delivery to the **Principal** of the complete set of original Carriage Documents, in accordance with point 16 of the GTC. The delivery by the **Carrier** to the **Principal** of an invoice for the freight amount or scanned copies of the Carriage Documents does not initiate the payment term.
 19. Upon the **Carrier's** request, the **Principal** will make the payment for the freight under the Contract before the term referred to in point 18 of the GTC (or specified in an Order), subject to the further provisions of the GTC. The request referred to in this point of the GTC should be made by the **Carrier** via an email and sent to the **Principal** at: platnosci@febologistic.com, indicating one of the payment terms referred to in point 20 i. – iii. of the GTC. By submitting the request referred to in this point, the **Carrier** agrees to the payment of the freight with a discount, as referred to in point 22 of the GTC.
 20. Early payment, referred to in point 19 of the GTC, may occur on the following payment terms:
 - i. **1 (one) business day** (excluding Saturdays and Sundays, as well as public holidays in the territory of the Republic of Poland) from the delivery to the **Principal** by the **Carrier** of both: **a.** a correctly issued invoice for the freight amount and **b.** a complete set of original Carriage Documents, in accordance with point 16 of the GTC;
 - ii. **7 (seven) days** from the delivery to the **Principal** by the **Carrier** of both: **a.** a correctly issued invoice for the freight amount and **b.** a complete set of original Carriage Documents, in accordance with point 16 of the GTC;
 - iii. **14 (fourteen) days** from the delivery to the **Principal** by the **Carrier** of both: **a.** a correctly issued invoice for the freight amount and **b.** a complete set of original Carriage Documents, in accordance with point 16 of the GTC.
 21. In the event that the invoice for the freight amount and the complete set of original Carriage Documents referred to above are delivered to the **Principal** at different dates, the payment terms referred to in point 20 i. – iii. of the GTC will start from the delivery of the last of these documents, i.e., the correctly issued invoice for the freight amount or the complete set of original Carriage Documents, in accordance with point 16 of the GTC.
 22. Early payment, referred to in point 19 of the GTC, will be made by the **Principal** with the following discount, which, according to the **Carrier's** will, will reduce the amount of the due freight:
 - i. in the case of the payment term referred to in point 20 i. of the GTC, the discount is 12% (twelve percent) of the agreed freight;
 - ii. in the case of the payment term referred to in point 20 ii. of the GTC, the discount is 8% (eight percent) of the agreed freight;

- iii. In the case of the payment term referred to in point 20 iii. of the GTC, the discount is 5% (five percent) of the agreed freight.
- 23. The payment of the freight due to the **Carrier** for the performance of a Contract will be made by bank transfer to the bank account of the **Carrier** indicated in an invoice, provided that this account is listed in the register of entities referred to in Article 96b paragraph 1 of the Polish Act on Goods and Services Tax (hereinafter referred to as “**Register**”). In the event that the bank account indicated by the **Carrier** in the invoice is not listed in the Register, the **Principal** will be entitled to withhold payment until the **Carrier** provides a document indicating a bank account number that is listed in the Register. The provisions regarding the Register apply only to those **Carriers** that are obliged to disclose bank accounts in the Register.
- 24. The day of payment of the freight due to the **Carrier** shall be considered the day on which the **Principal's** bank account is debited with the amount of the freight.
- 25. By entering into a Contract, both the **Principal** and the **Carrier** declare that they are active taxpayers of value-added tax.
- 26. The transfer (assignment) of receivables due to the **Carrier** from the **Principal**, arising under a Contract, requires the prior written consent of the **Principal**, under penalty of nullity.
- 27. The **Principal** is entitled to set off any receivables due to the **Principal** from the **Carrier**, regardless of the legal and factual basis for these receivables, with the **Carrier's** receivables towards the **Principal**, even if the **Principal's** receivables are not yet due (chargeable). The **Carrier** is not entitled to set off any receivables due to the **Carrier** from the **Principal**, regardless of the legal and factual basis for these receivables, with the **Principal's** receivables towards the **Carrier**.

IV. PERFORMANCE OF THE CARRIAGE AND THE CONTRACT

- 28. The driver performing the carriage covered by a Contract on behalf of the **Carrier** is obligated, during the loading activities, to check:
 - i. the accuracy and conformity of the data indicated in the Carriage Documents with the actual state, including, among others, the number of pieces of transported goods, their characteristics, and numbers;
 - ii. the visible condition of the goods and their packaging, including their conformity with a Contract;
 - iii. whether all devices securing the cargo space, including seals, customs cables, etc., have been applied, activated, etc.; and furthermore,
 - iv. in the event of an inability to perform the checks mentioned above, the driver should note reservations in the consignment note, which should also be justified, and immediately inform the **Principal** about it;
 - v. in the event of any irregularities, the driver should note reservations in the consignment note, which should also be justified, and immediately inform the **Principal** about it;
 - vi. if it is found that not all devices securing the cargo space, including seals, customs cables, etc. have been applied, activated, etc., the driver is obligated to apply or activate them before commencing the carriage.
- 29. The **Carrier** is obligated to ensure that the seals, etc. affixed to the means of transport performing the carriage under a Contract will not be removed/broken by anyone other than representatives of state authorities authorized to remove/break them, and in the event they are removed/broken by these representatives, the **Carrier** commits to ensure documentation of this action, including the numbers of the removed/broken seals and the newly applied seals.

30. In the event of loss, destruction, or damage to the goods covered by a Contract, as well as in the event of damage or loss of the Carriage Documents, breakdown of the means of transport performing a Contract, or the occurrence of any other circumstances affecting the performance of a Contract, the **Carrier** is obligated to immediately, no later than within 1 (one) hour from the determination of the occurrence of the given circumstance, notify the **Principal** about it.
31. The **Carrier** is responsible for the completeness of the documents necessary for the performance of a Contract (including, among others, the Carriage Documents). Any deficiencies in the Carriage Documents should be reported by the **Carrier** to the **Principal** before leaving the loading place.
32. The **Carrier** commits to ensure the **Principal** uninterrupted, direct telephone contact with the driver or drivers performing the carriage covered by a Contract, as well as the ability to issue them instructions regarding the performance of this carriage. For this purpose, the **Carrier** will especially equip the driver or drivers with mobile phones, provide the **Principal** with their mobile phone numbers no later than within 30 (thirty) minutes from the conclusion of a **Contract**, and issue official instructions requiring them to answer incoming phone calls from the **Principal** and its employees. If the **Principal** directly issues an instruction to the driver or drivers related to changing the unloading location or any other significant change in the performance of the carriage covered by a Contract, they are obligated to inform their supervisor in the **Carrier's** structures about it, who will then confirm the authenticity of this instruction with the **Principal**, and if they fail to do so, this will be considered a lack of due diligence by the **Carrier**.
33. The **Carrier** and the driver performing a Contract on its behalf should not apply instructions to change the loading or unloading location issued by anyone other than the **Principal's** representatives. Furthermore, if the driver performing a Contract on behalf of the **Carrier** receives instructions to change the loading or unloading location from anyone other than the **Principal's** representative, the driver is obligated to immediately inform the **Principal's** representative and the appropriate state authorities (Police, etc.) about this fact.
34. The **Carrier** is obligated to ensure that the driver performing a Contract on its behalf:
 - i. will diligently supervise the carried goods, the means of transport (including its cabin), and the Carriage Documents;
 - ii. will check the condition of the means of transport and its security devices after each stop.
35. The **Carrier** is obligated, without a separate inquiry from the **Principal**, to inform the **Principal** daily about the location of the means of transport performing a Contract at 10:00 AM and 5:00 PM each day.
36. The **Carrier** is obligated to plan the carriage covered by a Contract in such a way that the carriage takes place only on fast roads (motorways, expressways, national roads) – carriage on local, rural roads, etc. is not permitted.
37. The **Carrier** is obligated to ensure that the carriage covered by a Contract is not carried out through dangerous areas, i.e., those where there is an increased risk of robbery, theft, etc. of the goods covered by a Contract.
38. The **Carrier** is obligated to ensure that the driver performing a Contract on its behalf does not transport unauthorized persons, including hitchhikers, family members, and other unauthorized passengers.
39. The means of transport performing the carriage covered by a Contract must have valid technical inspections and documents confirming its functionality. The cargo space must be clean, dry, fully planked (sides of the trailer), free from smells, etc.
40. Each time, the means of transport performing the carriage covered by a Contract must be equipped, before reaching the loading place, with appropriate securing measures for the goods covered by a Contract, in the quantity and type specified in an Order, and if the

quantity and type are not specified in an Order, the means of transport must be equipped at least with:

- i. 20 (twenty) transport belts with buckles;
- ii. 40 (forty) corners;
- iii. anti-slip mats with a thickness of not less than 8 (eight) millimetres, in number allowing the entire semi-trailer's floor to be covered with them.

If the means of transport are not equipped according to the provisions of this GTC point, the **Carrier** will be obligated to reimburse the **Principal** for the equivalent of any penalties, fees, etc. imposed on the **Principal** by the **Principal's** contractors or the relevant state authorities due to improper equipment of the means of transport. Furthermore, the **Carrier** is not authorized to obtain such equipment from the shipper without the explicit consent of the **Principal**, and if the **Principal** consents to this, the **Carrier** is obligated to document the quantity and type of equipment obtained from the shipper and to cover the costs of this equipment independently or reimburse these costs to the **Principal** if the **Principal** is charged by the shipper or the **Principal's** contractor.

41. The **Carrier** commits not to:

- i. tranship the goods covered by a Contract, understood as transferring the goods from one means of transport to another, and
- ii. transport other goods than those covered by a Contract using the means of transport that is performing a Contract;

in case of a breach of any of these commitments, the **Carrier** will pay a contractual penalty of EUR 1.000,00 (one thousand euros) per each case of breach, within 7 (seven) days from receiving a payment demand from the **Principal**.

42. The **Carrier** commits not to subcontract the performance of the carriage covered by a Contract without the prior written consent of the **Principal**, under penalty of nullity. In case of a breach of this commitment, the **Carrier** will pay a contractual penalty of EUR 2.000,00 (two thousand euros) per each case of breach, within 7 (seven) days from receiving a payment demand from the **Principal**. If the **Carrier**, with the consent of the **Principal**, subcontracts the performance of the carriage covered by a Contract, the **Carrier** is responsible for the actions and omissions of the subcontractor as if they were its own, and furthermore commits that the subcontractor will meet all the requirements imposed on the **Carrier** in a Contract or its statements from a Contract. Additionally, the **Carrier** is obligated to verify the credibility of the chosen subcontractor, especially if they are not in regular business relations (in particular by checking the subcontractor's license and the subcontractor registration, as well as verifying the actual existence of the subcontractor's business and its credibility, e.g., by calling the number provided on the subcontractor's website).

43. The **Carrier** is entitled to claim reimbursement from the **Principal** for means of transport downtime costs only if such downtime solely results from the **Principal's** fault and lasts more than one day. The downtime cost is EUR 100,00 (one hundred euros) for international carriage or PLN 150,00 (one hundred and fifty zlotys) for domestic carriage per each full day of downtime (excluding the first day, for which the **Carrier** is not entitled to any claims). The **Carrier** is not entitled to claim higher amounts than those calculated based on these rates. Furthermore, the **Carrier** is not entitled to claim compensation for downtimes occurring on Saturdays, Sundays, or public holidays in the country where the downtime occurs.

44. In the event of a change in the unloading (delivery) location during the performance of a Contract as per the **Principal's** instructions, the **Carrier** is entitled to claims related only to the extension of the transport route resulting from the change in the unloading (delivery) location, calculated based on a rate of EUR 1,00 (one euro) net per kilometer. In such cases, the **Carrier** is not entitled to any other claims against the **Principal**, including claims related

to the failure to perform other agreements or orders with third parties due to the change in the unloading (delivery) location.

45. If the **Carrier** is unable, regardless of the reason, to provide the means of transport specified in a Contract at the loading place and time specified in a Contract, the **Carrier** is obligated to provide a substitute means of transport at the loading place and time specified in a Contract and to immediately inform the **Principal** of the registration numbers of this substitute means of transport.
46. If, during the performance of the carriage covered by a Contract, the **Carrier** should pay any fees, etc. on behalf of the **Principal**, the shipper, or the consignee, the **Carrier** must obtain prior written consent from the **Principal**. If the **Carrier** pays such fees without such consent, the **Carrier** will not be entitled to claim reimbursement from the **Principal** for the amount paid.

V. CONTRACTUAL PENALTIES

47. In addition to other cases where contractual penalties are stipulated in the GTC, the **Carrier** will pay the **Principal** a contractual penalty equal to the net freight amount specified in a Contract, within 7 (seven) days from receiving a payment demand from the **Principal**, in the following cases:
 - i. termination of a Contract by the **Carrier**;
 - ii. the **Carrier's** withdrawal from the performance of the carriage covered by a Contract on any factual or legal grounds;
 - iii. failure to provide the means of transport for loading or providing it with a delay;
 - iv. delay in delivery by the **Carrier**;
 - v. unauthorized retention/seizure, etc. by the **Carrier** of the goods covered by a Contract, including retention/seizure to compel the **Principal** to make an earlier payment or increase the freight rate.

VI. TERMINATION OF THE CONTRACT

48. The **Principal** has the right to terminate a Contract with immediate effect, without the **Carrier's** any claims against the **Principal**, if the means of transport provided by the **Carrier** for the carriage covered by a Contract do not meet the requirements specified in a Contract, endanger the goods covered by a Contract, or are unsuitable for performing the carriage covered by a Contract for any reason. Additionally, in the event of the **Principal** terminating a Contract under the circumstances specified in this point of the GTC, the **Carrier** will pay the **Principal** a contractual penalty equal to the net freight amount specified in a Contract, within 7 (seven) days from receiving a payment demand from the **Principal**.
49. Regardless of the provisions of point 48 of the GTC, the **Principal** is entitled to terminate a Contract at any time, provided that:
 - i. the termination occurs no later than the moment the **Carrier** provides the means of transport for loading, in such case the **Carrier** will not be entitled to any claims against the **Principal**;
 - ii. if the termination occurs after the **Carrier** has provided the means of transport for loading and is not for valid reasons, the **Principal** will pay the **Carrier** a contractual penalty of EUR 50,00 (fifty euros).

VII. FINAL PROVISIONS

50. For a period of 2 (two) years from the conclusion of a Contract, the **Carrier** undertakes not to offer or provide, either independently or through entities or third parties directly or

indirectly related to the **Carrier** (regardless of the basis of such connection, including but not limited to by shares, familial, business, official, fiduciary, dependency, etc.), any transport (carriage) or forwarding services to entities directly or indirectly involved in the carriage covered by a Contract. This includes but is not limited to the factual sender, loader, or recipient. In the event of a breach of this obligation, the **Carrier** will pay the **Principal** a contractual penalty of EUR 300.000,00 (three hundred thousand euros) within 7 (seven) days from receiving a payment demand from the **Principal**.

51. The stipulation of contractual penalties in these GTC does not exclude the **Principal's** right to seek compensation from the **Carrier** exceeding the amount of the stipulated contractual penalties.
52. Contracts concluded on the GTC's basis are governed by:
 - i. in the case of international road transport of goods - the Convention on the Contract for the International Carriage of Goods by Road (CMR) and, supplementarily, Polish law;
 - ii. in the case of domestic road transport of goods - Polish law.
53. Subject to the provisions of generally applicable law of a peremptory nature (*ius cogens*), the jurisdiction for all disputes arising from a Contract lies with the Polish court.
54. The court having local jurisdiction to resolve disputes arising between the Parties to a Contract and directly or indirectly related to a Contract will be, in the case of matters in first instance reserved for district courts - the District Court for the capital city of Warsaw in Warsaw (*Sąd Rejonowy dla m. st. Warszawy w Warszawie*), and in the case of matters in first instance reserved for regional courts - the Regional Court in Warsaw (*Sąd Okręgowy w Warszawie*).
55. These GTC are effective from June 17, 2024.