

1. INVOICES SHALL BE ISSUED INDIVIDUALLY. COLLECTED INVOICES SHALL NOT BE ACCEPTED. EACH INVOICE SHALL INCLUDE OUR ORDER NUMBER.

2. The Contractor is obliged to:

a) send a copy of the transport documents electronically within 7 days of unloading to rozliczenia@antrans.com.pl. The copies of the documents must be complete and legible.

b) send the Principal an VAT invoice for the completed order along with the original transport documentation within 14 days of the service's completion.

3. In case of failure to meet the deadline specified in points 2a) and 2b), the Client has the right to extend the payment deadline to 90 days.

The Principal declares that it is a VAT payer and authorises the Contractor to issue a VAT invoice without the Principal's signature.

The payment date of the invoice is considered to be the date on which the Principal issues a transfer order from the bank account. 4. The cost of customs clearance (EX) MUST be added to the invoice for the transport (as the second item on the invoice). If there is not such an item, the costs shall not be refunded. A copy of the receipt/invoice confirming the incurred cost shall also be included.

5. Correct invoice MUST be issued in the same month in which unloading took place:

- unloading date = sale date

6. Payment will ONLY be made upon delivery of original documents – invoice + 2 original copies of CMR + other documents attached to the shipment, e.g., delivery note, DDT, packing list, etc. The payment deadline is counted from the date of delivery of complete original documents.

7. A condition for accelerated "discount" payment is a clean consignment note (domestic or CMR), without claims execution of the order, and

sending a set of documents, including:

- * an original legible, confirmed, and "clean" consignment note (domestic or CMR)

- * a correctly issued VAT invoice for the service performed

- * other documents required in the order and confirmed

In exceptional situations, the Principal has the right to refuse to grant a discount without giving a reason.

8. Invoices issued in PLN currency – the freight rate payable after conversion at the average NBP rate published on the day of loading according to the CMR document.

9. Invoices issued in EURO currency - the freight rate payable gross in EURO (VAT must be converted into PLN currency at the average NBP rate published the day before unloading according to the CMR document).

10. On foreign currency invoices, only the account number for the EURO currency should be included.

11. The account number on the invoice should also appear on the so-called "White List".

12. IN THE EVENT OF RECEIVING ONLY ONE COPY OF CMR UPON UNLOADING, A NOTARIAL CONFIRMATION OF A PHOTOCOPY MUST BE MADE AND ATTACHED TO THE INVOICE. IF WE RECEIVE ONLY ONE CMR WITH THE INVOICE, THE NOTARIAL CONFIRMATION WILL BE CARRIED OUT BY THE PRINCIPAL, AND A COST OF PLN 15 NET WILL BE CHARGED TO THE CONTRACTOR

13. The Contractor is obliged to IMMEDIATELY report the quantity of loaded goods. In the event of loading a different quantity than specified in the order, the Principal reserves the right to withhold payment, and the costs incurred as a result of loading goods in a quantity inconsistent with the order will be passed on to the Contractor.

14. Taking of load and/or safety measures (e.g. angles, anti-skid mats, etc.) shall be payable, and shall be re-invoiced to the Contractor.

15. The contractor may not assign receivables arising from this contract, including future receivables, without the written consent of the principal.

FOR THE PURPOSES OF THE GENERAL TERMS AND CONDITIONS OF THE ORDER,
THE FOLLOWING TERMS USED IN THE TEXT
SHALL MEAN AS FOLLOWS:

- ORDER - a contract of transport, the content of involves the transport by the Contractor of certain goods, within the specified time, on the route

indicated by the Ordering Party, for the agreed remuneration

- ORDERING PARTY - ANTRANS GROUP SP. Z O.O., ul. Wspólna 1c, 32-300 Olkusz; NIP 6372193748

CONTRACTOR - a carrier receiving an order to execute

- SUBCONTRACTOR - an entity engaged in the order on behalf of the Contractor, for which the Contractor shall be fully responsible to the

Ordering Party

- CONSIGNMENT - goods transported by the Contractor on the basis of the order

- TRANSPORT DOCUMENTS - CMR bill of lading, specifications, delivery lists, pallet receipts, non-conformity protocols, damage protocols (if required) and other items specified in 5 of the CMR of the Ordering Party

- FREIGHT - remuneration for the Contractor for the execution of the order

- HACCP SYSTEM - Hazard Analysis and Critical Control Points System

- OWUP - general terms and conditions of the contract of transport ANTRANS GROUP SP. Z O.O

16. The Contractor shall declare that it has all the required permissions and authorizations, and equipment necessary to perform the task. This statement shall also apply to its subcontractors. The Contractor shall undertake to execute the order exclusively using a vehicle belonging to a licensed carrier having a current OCP insurance policy with a guarantee sum not lower than the value of the consignment

17. The Principal has the right to cancel this order free of charge no later than 2:00 PM before the day of loading date. If the order is canceled after this time, the Principal agrees to pay the Contractor a contractual penalty of €50 for international transport and €50 for domestic transport (loading and unloading in Poland).

18. The Contractor may not transfer the involve a subcontractor to execute the order without a written consent of the Ordering Party. Lack of consent of the Ordering Party shall result in the acknowledgement that the contract of transport has not been executed. In this case, the Ordering Party shall be entitled to charge the Contractor with a contractual penalty in the amount of 100%.

18.a The Contractor may not place the subcontractor's order on the transport exchange without the written consent of the Client. In the event of placing the order on the transport exchange without the written consent of the Client, the Client is entitled to charge the Contractor a contractual penalty of 100% of the freight.

19. The means of transport by which the Contractor will execute the order must be technically sound, clean, free from foreign odours, and have all necessary certificates and permits. In the case of transporting foodstuffs, the Contractor commits to maintaining all sanitary and hygiene standards in line with the HACCP system. Furthermore, all additional, special transport requirements (e.g., pallet exchange, number of spreader beams, racks, securing straps, ADR qualifications, customs clearances, ferry check-ins, etc.) agreed upon with the Contractor must be met. If costs arise due to negligence and non-compliance with transport conditions, all related costs will be passed on to the Contractor responsible for the transport.

20. A vehicle driver who executes the order on behalf of the Contractor shall be obliged, in the course of executing the order, to exercise the utmost care due to the professional nature of the activity, and shall in particular be obliged to:

a) check the consignment in terms of quantity, weight and quality during loading, and ensure correct loading and placement of the consignment on the vehicle. In the case of the identified defects, damages or any other objections in relation to the state and any obstacles impeding the implementation of the order, the driver shall be obliged to register this fact in the CMR bill of lading, under pain of charging the Contractor with a contractual penalty in the amount of the freight value for the execution of the order and to report this fact to the Ordering Party.

b) control a temperature of the consignment during loading (if applicable), control a temperature of the consignment during transport, and make an entry of a temperature value in the transport documents.

c) ensure that documents received at the place of loading are original and properly issued. All documents must be legibly completed, signed and stamped at the place of loading and unloading, and in particular include the date of loading and unloading.

d) the driver is obliged to respect the internal regulations, procedures, conditions and instructions in force at the Loader/Unloader's premises and to follow the instructions issued by authorized Employees.

e) Informing the Principal via messengers, texts, or phone calls about vehicle stops, stopovers, starting the journey, daily breaks, stopover duration, and other circumstances related to the execution of the Order.

f) Undertaking subsequent shipments and unloading them in the order specified by the Principal.

g) Transport within the order must be carried out in accordance with national and international regulations applicable in the countries through which the transport is carried out.

h) In the case of special documentation requirements (filling out documents in accordance with the conditions described in the order), non-compliance with guidelines will result in a contractual penalty up to the freight amount.

21. Immediately after the execution of the order, the Contractor shall be obliged to provide the Ordering Party with 2 copies of the original transport Documents

22. The Contractor shall be obliged to immediately inform the Ordering Party about any changes to the data included in the order, in particular: change of a vehicle, change of a driver,

delay in loading or unloading. The Contractor shall also be required to inform the Ordering Party about the necessity to incur additional costs together with the information as to whether these costs resulted from improper execution of the contract by the Contractor itself or due to the actions of third parties. Additional costs shall be reimbursed only if the costs are due to the actions of third parties. The lack of information from the Contractor may result in the recognition of the order not to be executed correctly by the Contractor, which may result in the refusal to cover additional costs.

23. The Contractor shall guarantee constant communication with the driver of the transport, which shall allow to control the current position of the vehicle at every request of the Ordering Party.

24. It shall be strictly not allowed to add additional loads without a prior agreement with the Ordering Party. Violation of this prohibition shall incur the contractual penalty in the amount of 150 Euro.

25. Parking the vehicle of the transport by the Contractor shall only be allowed in guarded parking lots.

26. In case of waiting for the vehicle at the place of loading/unloading, one shall immediately inform the Ordering Party about this fact by sms stating the parking lot data, parking starting and ending date, and parking reason, which shall be the condition to pay for parking. After the execution of the order, the Contractor shall also be obliged to deliver to the Ordering Party a parking card sealed by the sender/recipient.

27. The fee for each commenced day of stopover is EUR 50, excluding the first 72 hours of a stopover in EU countries or outside, which are free of charge. A paid stopover does not include public holidays and non-working days. The Principal is not responsible for vehicle stopovers at border and internal customs offices.

28. In the event of late arrival or not arrival of the vehicle at the place of loading or unloading, the Ordering Party shall reserve the right to impose the contractual penalty of the freight value. The contractual penalty payable to the Ordering Party shall also be due to: the provision by the Contractor of a defective vehicle, an unreasonable change of means of transport, re-loading of goods to another vehicle, misinformation of the location of the contracting vehicle, lack of documents or technical means necessary to execute the order and non-compliance with the recommendations included in the order.

29. The Contractor shall apply:

- total prohibition of any cooperation with customers of the Ordering Party, including, in particular, the prohibition of concluding contracts of transport with them or other similar contracts during the cooperation with the Ordering Party and 2 years after the last order. In the event of violation of the prohibition on competition, the Contractor shall be obliged to pay the Ordering Party the contractual penalty in the amount of 300 thousand Euro.

- Confidentiality of information contained in the order and data obtained from the Ordering Party during the execution of the contract, such data shall be confidential and a trade secret of the Ordering Party

30. The Contractor shall be responsible to the Ordering Party for any damages resulting from the execution of the order, in particular for the damage or loss of the consignment arising from the acceptance of the consignment for transport to the delivery of the consignment, the damage resulting from improper filling of transport documents, loading delays, unloading. In this

situation, the Ordering Party shall suspend the payment of the invoice until the size and value of the damage is clarified. If the damage does not exceed the value of the transfer, it shall be deducted from the current receivable.

31. The lack of written refusal to accept the order within 30 minutes of its receipt is equivalent to accepting the order for execution under the specified conditions. A contractual penalty of EUR 100 will be charged to the Contractor for resigning from the order after the 30-minute period. For cancelling the order 24 hours before the planned loading, the contractual penalty is EUR 200 and covering all costs incurred by the Principal, including the difference in freights.

32. The Contractor shall be obliged to immediately inform its insurer about the damage.

33. Any incorrect or late execution of the order shall suspend all payments until the case is clarified.

34. In each of the described cases, which refers to the contractual penalties, the Ordering Party shall have the right to seek compensation on a general basis, exceeding the amount of the reserved contractual penalties.

35. The Ordering Party shall be entitled to deduct from the Contractor's remuneration all damages, contractual penalties and other charges arising out of the order as well as connected with its execution, for which the Contractor shall be responsible, to which the Contractor shall hereby agree.

36. The Contractor declares that it is familiar with all regulations regarding the payment of wages and minimum wages applicable in other countries and commits to complying with them. The Contractor's failure to fulfil the above obligations cannot be the basis for claims against the Principal. In the event of the Contractor's failure to fulfil obligations and the Principal's obligation to pay specified amounts to foreign or domestic public administration bodies, the Contractor is obliged to fully compensate for all damages incurred by the Principal due to this, including any fines or other administrative penalties, and to indemnify the Principal from all claims arising from this by third parties.

37. Matters not regulated in the order are governed by the provisions of the CMR Convention, the Civil Code, and other international agreements.

38. Antrans Group sp. z o.o. based in Olkusz declares that it has the status of a large enterprise as defined in art. 4(6) of the Act of 8.03.2013 on countering excessive delays in commercial transactions (as amended).

39. In the event of any dispute arising from the order, the court competent to settle the dispute is the court locally competent for the Principal's registered office.

40. The General Terms and Conditions of Transport are an integral part of each order.

41. These terms in English are available on the website: <https://antrans.com.pl/>

Processing of personal data in accordance with the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27.04.2016 and the repeal of Directive 95/46/EC (General Data Protection Regulation) (Official Journal of the EU L 119, p. 1), hereinafter referred to as the "GDPR"

1. The parties to this agreement declare that they are aware of their rights and obligations related to the GDPR, especially the principles of personal data processing (in particular articles 5-11 of the said regulation) and the principles of access to this data, their deletion, transfer, and update (e.g., articles 12-23 of the said regulation).

2. The parties mutually declare that the proper execution of the agreement requires the processing of personal data solely for the correct provision of services related to the agreement and the performance of public law obligations imposed on the parties in accordance with national legislation (art. 6 points 1 b and c of the said regulation).
3. The parties mutually declare that the proper execution of the agreement requires the processing of personal data of third parties such as: subcontractors, representatives, employees.
4. Entering into or/and executing this order is synonymous with accepting the above provisions regarding data processing.
5. The Principal informs that the data controller is Antrans Group sp. z o.o. based in Olkusz, ul. Wspólna 1c, 32-300 Olkusz, Taxpayer Identification Number (NIP): 6372193748.