GENERAL TERMS AND CONDITIONS OF CARRIAGE FOR CARRIERS
(hereinafter referred to as the GTCC)

I. Definitions

The following terms shall have the meanings assigned to them below:

1. **Principal** - FLASH-LOGISTIC spółka z ograniczoną odpowiedzialnością (a Polish limited liability company), with its registered office in Kalisz, entered in the Register of Entrepreneurs of the National Court Register under KRS No. 0000738713, whose registration files are maintained by the District Court Poznań - Nowe Miasto and Wilda in Poznań, 9th Commercial Division of the National Court Register, REGON: 38067660000000, NIP: 8952191201.
2. **Carrier** - an entrepreneur who has entered into a Contract of Carriage with the Principal in connection with its business activity.
3. **Parties** - the Principal and the Carrier jointly.
4. **Consignor** - the entity handing over the Consignment for carriage (where different from the Principal).
5. **Consignee** - the entity to which the Consignment is addressed.
6. **Contract of Carriage / Contract** - a contract for the performance of the carriage of goods, entered into between the Parties on the Carriage Service Terms.
7. **Transport Order** - an offer to enter into a Contract of Carriage, submitted to the Carrier by the Principal by e-mail or via the Electronic System, containing at least the essential terms of carriage, including: the details of the Consignor and the Consignee, the place and date/time of loading and unloading, the type and quantity of the goods carried [the Consignment], requirements concerning the means of transport, and the amount of remuneration (Freight). A Transport Order shall become binding upon its unconditional acceptance by the Carrier, which may be express or implied by commencing performance of the order.
8. **Carriage Service Terms** - detailed arrangements concerning the performance of the carriage, in particular: the place of loading and unloading, vehicle presentation and delivery deadlines, requirements concerning the means of transport, cargo securing, transport documentation, and any other instructions provided by the Principal and accepted by the Carrier. Such terms may arise from an individual order, an instruction of the Principal, applicable law, these GTCC, or separate arrangements between the Parties made in documentary form.
9. **Consignment** - the goods handed over to the Carrier by the Consignor under a Transport Order, intended for delivery to the Consignee at the agreed place and time. A Consignment may consist of one or more packaged or unpackaged loads carried under a single Transport Document, provided that it is appropriately marked and secured in accordance with applicable law and the technical requirements necessary to ensure the safety of carriage and the protection of other cargo, the means of transport, and third parties.
10. **Freight** - the remuneration due to the Carrier for performing the carriage in accordance with the Transport Order and these terms and conditions. Freight includes all costs connected with performance of the carriage, including road tolls, the driver's remuneration, fuel costs, and other expenses specified in particular in the Transport Order, unless the Parties agree otherwise.

11. **Carriage Service** - the actual carriage of the Consignment from point A to point B by the Carrier and the effective delivery of the complete set of original settlement and transport documents specified in the Order.
12. **Special Interest in Delivery** - an economic interest in the proper and timely performance of the Carriage, specified as an amount and in a currency, declared in the Consignment Note and accepted by the Carrier against separate remuneration, the effect of which is to extend the Carrier's liability beyond the standard compensation limits provided for in Articles 23-25 of the CMR Convention, up to the amount previously declared.
13. **Transport Document / Consignment Note** - a document confirming acceptance of the Consignment for carriage and the course and performance of the carriage, in particular a CMR consignment note;
14. **Electronic System** - a tool used by the Principal to submit Transport Orders and plan carriage operations (e.g. a TMS).
15. **Business Day** - a day from Monday to Friday between [8:00] and [16:00], excluding public holidays falling within that period in the territory of the Republic of Poland;
16. **Documentary Form** - the form referred to in Article 77^2 of the Polish Civil Code, consisting in making a declaration of intent in the form of a document that enables identification of the person making the declaration, in particular by e-mail or via the Electronic System, and allows the content of the declaration to be recorded.
17. **Force Majeure** - an extraordinary event or circumstance external to the Parties and beyond their control, which could not reasonably have been foreseen or prevented with the exercise of due care and which directly and objectively makes performance of an obligation temporarily or permanently impossible, including in particular natural disasters, acts of war, riots, acts of terrorism, or other events of a similar nature.
18. **KSeF** - the Polish National e-Invoicing System, i.e. an ICT system used to issue, receive, and store structured invoices, introduced under tax legislation applicable in the territory of the Republic of Poland.

II. Scope of Application

1. These General Terms and Conditions of Carriage (the "GTCC") shall apply to all Contracts of Carriage entered into between the Principal and the Carrier for the remunerated performance of a Carriage Service for the Principal.
2. The provisions of the GTCC constitute an integral part of each Contract of Carriage, unless the Parties expressly agree otherwise in documentary form.
3. The GTCC shall apply irrespective of the form in which the Contract of Carriage is entered into, including in particular contracts concluded on the basis of an accepted Transport Order without a separate contract document being signed.
4. In the event of any conflict between the provisions of the GTCC and the individual arrangements of the Parties set out in the Contract of Carriage or the Transport Order, the provisions of the GTCC shall prevail.
5. The GTCC shall not apply to carriage operations performed exclusively under other regulations, terms and conditions, or framework agreements if they have been expressly accepted by the Principal in documentary form, failing which they shall be null and void.

III. Subject Matter of the Carriage Service

1. The Carriage Service consists in the Carrier performing, for the Principal and against remuneration, the carriage of the Consignment from the place of loading to the place of unloading specified in the Transport Order, effectively delivering the complete set of original settlement and transport documents specified in the Order, and performing the remaining obligations set out in the Transport Order and these GTCC.
2. The Carriage Service also includes all factual and formal acts necessary for its proper performance, in particular: insurance (if so agreed by the Parties), loading, securing, transport and unloading of the Consignment, completion of transport documents, and compliance with the requirements arising from applicable law and the Parties' arrangements, including in particular the non-compete obligation.
3. The Carriage Service may also include additional services, provided that they have been expressly specified and accepted by the Parties in the Transport Order.

IV. Conclusion of the Contract of Carriage

1. The Contract of Carriage shall be concluded upon the Carrier's acceptance of the Transport Order submitted by the Principal. Acceptance may be express and made in documentary form (e.g. by e-mail confirmation or via the Electronic System), or implied (e.g. by commencing performance of the carriage).
2. The Order may only be accepted without reservations. Article 68^1 of the Polish Civil Code shall not apply to these GTCC. The Carrier may not accept the Order subject to a condition or a time limit.
3. Where the Carrier submits a counter-offer in response to the Principal's offer, such counter-offer shall not be deemed accepted by silence and its acceptance shall require confirmation in documentary form, failing which it shall be null and void.
4. The Principal's transmission of a Transport Order to the Carrier by e-mail, instant messenger, or via the Electronic System means that the Carrier has had the opportunity to review these GTCC and, by entering into the Contract, accepts them.

V. Termination of the Contract

1. The Principal shall have the right to withdraw from the Contract of Carriage at any time without stating a reason, but no later than before the Carrier presents the vehicle at the place of loading. The notice of withdrawal must be made in documentary form and may be sent to the e-mail address or via the instant messenger through which the Contract was concluded.
2. The Principal shall have the right to withdraw from the Contract with immediate effect due to a fault attributable to the Carrier, without first demanding performance, in particular in the event of:
    a) a delay, or a reasonable expectation of a delay, in presenting the vehicle,
    b) the Carrier declaring that it is unable to perform the Contract,
    c) failure to provide the required documents no later than 24 hours before loading,
    d) presentation of a vehicle that does not comply with the requirements arising from the Contract, the Order, or applicable law,
    e) refusal to perform the Order, lack of contact, or failure to provide the driver's details or the vehicle registration numbers,

f) the discovery, or reasonable suspicion, that documents, location data, or other information material to performance of the Service have been falsified.

3. Where the Principal withdraws from the Contract due to a fault attributable to the Carrier, the Principal shall be entitled to charge the Carrier a contractual penalty equal to 80% of the agreed Freight, but not less than EUR 600. The reservation of a contractual penalty shall not preclude the Principal from claiming damages exceeding the amount of that penalty.
4. The Carrier shall not be entitled to pursue any claims arising from termination of the Contract in the cases specified in paragraphs 1 and 2. In particular, the Carrier shall not be entitled to reimbursement of costs or remuneration for preparatory activities relating to the carriage.
5. Where the Principal withdraws from the Contract for reasons not attributable to the Carrier less than 2 hours before the scheduled loading time, the Principal shall pay the Carrier a contractual penalty of EUR 100. The Carrier shall not be entitled to pursue any further claims.
6. Cancellation of an accepted Transport Order by the Carrier, irrespective of when it is cancelled, shall result in an obligation to pay a contractual penalty equal to 90% of the agreed Freight. This shall not preclude the Principal from claiming further damages.

VI. Amendment of the Transport Order

1. The Principal shall have the right to amend the Transport Order at any time to the extent permitted by applicable law, in particular the Polish Transport Law Act and the CMR Convention, where applicable.
2. Where the Contract of Carriage provides for Freight calculated by reference to load units (e.g. pallets, loading metres, kilograms), a reduction by the Principal in the quantity or volume of the Consignment shall result in a proportional reduction of the Freight due to the Carrier.
3. The Principal shall only be obliged to cover costs that have actually been incurred, are economically justified, have been duly documented, and arise directly from the amendment of the Transport Order. Undocumented costs shall not be reimbursed.
4. The Carrier may refuse to accept an amendment to the Transport Order only where:
    a) the amendment manifestly makes it impossible to perform the service in compliance with applicable law,
    b) performance of the amended Order would expose the Carrier to substantial loss, provided that the Carrier submits appropriate reasons to the Principal in documentary form without delay and no later than within 1 hour of receiving the amendment.
5. The Carrier's refusal to accept an amendment to the Transport Order without satisfying the conditions set out in paragraph 4 shall constitute improper performance of the Contract and may constitute grounds for termination of the Contract due to a fault attributable to the Carrier.
6. In the event of an unjustified refusal to accept an amendment, the Principal shall be entitled to charge the Carrier a contractual penalty of EUR 300. Charging the Carrier the contractual penalty shall not preclude the Principal from claiming damages exceeding the amount thereof under the general rules.

VII. Loading of the Consignment

1. The Carrier shall present the vehicle at the place of loading on time. If the Carrier arrives at the place of loading late, the Principal shall have the right to terminate the Contract due to a fault attributable to the Carrier in accordance with Section V, paragraph 2, or, if the Principal does not do so, to charge the Carrier a contractual penalty of EUR 50 for each commenced hour of delay, but not more than EUR 500 for each commenced day of delay. The reservation of a contractual penalty shall not preclude the Principal from claiming damages exceeding the amount of that penalty.
2. The Carrier shall be present during loading and unloading operations.
3. In the event of delay in delivery in domestic or cabotage carriage, the Carrier shall be liable to pay a contractual penalty equal to 100% of the Freight.
4. The Carrier shall collect from the loader the documents necessary for proper performance of the Order, including in particular the consignment note, Consignment specifications, certificates of origin, customs documents, etc.
5. The Carrier shall verify that the Consignment has been properly loaded, distributed, and secured. The Carrier shall be strictly liable for the proper distribution of the Consignment and its securing for the duration of transport.
6. The Carrier shall be responsible for the proper loading, securing, and distribution of the Consignment and shall be liable in particular for:
    a) damage to other consignments;
    b) damage to the trailer and the vehicle;
    c) administrative penalties:
        i. caused by the incorrect distribution or securing of the Consignment;
        ii. caused by insufficient, damaged, or otherwise improper packaging, unless reservations in this respect have been entered in the Consignment Note.
7. The Carrier shall verify that the documents received from the loader correspond to the details stated in the Order, in particular with regard to the type and quantity of the goods [the Consignment], and the address and identity of the Consignee.
8. If any defects or irregularities are identified, the Carrier shall enter reservations in the transport documentation and immediately inform the Principal in order to obtain instructions on how to proceed.

VIII. Settlement of the Carrier's Remuneration

1. The Carrier shall perform carriage services against remuneration [Freight].
2. Unless otherwise agreed, the Freight specified in the Order is a net amount.
3. The Carrier shall send the Principal, via the Electronic System, a legible photograph of the Consignment Note within 2 hours after unloading has been completed. Failure to send the photograph within the specified time limit shall entitle the Principal to charge a contractual penalty equal to 10% of the agreed Freight. The reservation of a contractual penalty shall not preclude the Principal from claiming damages exceeding the amount of that penalty.
4. The Carrier shall upload to the Electronic System specified in the Order, within 48 hours after unloading, a scan of the completed Transport Documents showing legible loading and unloading dates and bearing the signatures and stamps of the Consignor and the Consignee.

5. Within 7 days of the unloading date, the Carrier shall:
   a) issue an invoice;
   b) deliver to the Principal a complete and correctly completed set of settlement documents compliant with the Order.
6. In the event of a delay in delivering the documents referred to in paragraphs 4 and 5, the Principal shall be entitled to charge a contractual penalty of EUR 40 for each commenced day of delay, calculated from the day following expiry of the time limit specified above until the date on which a complete set of correctly completed transport documents is delivered. The reservation of a contractual penalty shall not preclude the Principal from claiming damages exceeding the amount of that penalty.
7. The Freight shall be payable to the bank account specified by the Carrier on the VAT invoice within the payment term specified in the Order as a number of days calculated from the date on which the Carrier delivers to the Principal a correctly issued invoice and the complete set of documents.
8. If the Freight is specified in a foreign currency, the Carrier shall issue a dual-currency invoice in both the currency of the Order and PLN (including the bank account numbers for both currencies). Conversion into PLN shall be made at the average exchange rate for the relevant foreign currency announced by the National Bank of Poland on the last Business Day preceding the date on which the foreign-currency obligation arose.
9. Where a customs procedure applies in connection with the carriage, the Carrier shall submit together with the invoice the relevant documents endorsed by the competent customs authority. Failure to deliver those documents on time shall oblige the Carrier to reimburse all costs connected with charges imposed on the Principal by a customs authority, tax authority, or other institution.
10. The Carrier authorises the Principal to unilaterally set off any mutual receivables, including receivables not yet due, arising from performance of the Transport Order.
11. The Principal may make set-offs on an ongoing basis, in particular when issuing debit notes or by reducing Freight payments.
12. The Carrier may make a set-off only in respect of receivables acknowledged by the Principal in writing or confirmed by a final and binding court judgment. In all other respects, the Parties exclude the Carrier's right of set-off.

IX. Documentation

1. The Carrier shall bear full responsibility for the correct and truthful completion of the consignment note (CMR), including the completeness of the data and its consistency with the Contract and the actual course of the carriage.
2. If the consignment note is completed by the Carrier on the basis of information received from the Principal or the loader, it shall be deemed, in light of Article 7(2) of the CMR Convention, that the Carrier acted in its own name and at its own risk, unless the Parties have agreed otherwise in writing.
3. The Principal shall not be liable for errors in the consignment note made by the Carrier, even if the data originated from the Principal or its contractor, unless such data was provided in writing, was unambiguous, and contained obvious inaccuracies.

X. Declaration of Special Interest in Delivery

1. The Principal may require the Carrier to accept a declaration of Special Interest in Delivery in the Consignment Note in the amount specified by the Principal in the case of Oversized Transport, Trade Fair Transport, and in other cases specified in the Order.
2. The Principal shall ensure that the wording of the declaration of Special Interest in Delivery is expressly entered by the Consignor in the appropriate box of the CMR consignment note or in the "Consignor's instructions" field.
3. The amount of the Special Interest in Delivery must be agreed in advance with the Carrier through the Principal, together with the amount of the surcharge due to the Carrier in this respect.
4. The Carrier shall be entitled to refuse to accept a declaration of Special Interest in Delivery if:
    a) the declaration was made after the Consignment had been accepted for Carriage;
    b) the Principal had not previously accepted the surcharge due to the Carrier for accepting the declaration of Special Interest in Delivery;
    c) the Consignment has not been handed over to the Carrier.
5. The surcharge for the Carrier's acceptance of the declaration of Special Interest in Delivery shall be borne by the Principal, unless the Parties agree otherwise.
6. The Parties agree that the surcharge for the Carrier's acceptance of the declaration of Special Interest in Delivery forms part of the agreed Freight.
7. The Carrier's acceptance of a declaration of Special Interest in Delivery shall not constitute the conclusion of an insurance contract between any entity and the Carrier or the Principal.
8. In the event of total or partial loss of the Consignment, damage, or delay in delivery, the Carrier shall be liable to the Principal in accordance with and within the limits specified in Articles 23-26 of the CMR Convention, provided that:
    a) the amount of compensation calculated in accordance with Articles 23-25 of the CMR Convention shall constitute the basis of the Carrier's liability;
    b) in addition to the amount referred to in point (a), the entitled person may claim additional compensation on account of the declaration of Special Interest in Delivery, provided that actual loss falling within the limits of the declared interest is proven;
    c) taking into account points (a) and (b), the total compensation payable by the Carrier may not exceed the amount of the declared Special Interest in Delivery.
9. In the event of partial loss of or damage to the Consignment, the additional compensation on account of the Special Interest in Delivery shall be determined proportionally, by reference to the ratio of the weight, number of items, or value of the missing or damaged part of the Consignment to the weight, number of items, or value of the entire Consignment, at the Principal's option.
10. The Principal shall ensure that the Consignor, the Consignee, or another entitled person provides the Carrier with all documents and information necessary to determine the amount of the loss and verify claims relating to the Special Interest in Delivery.
11. If both a declaration of the value of the goods within the meaning of Article 24 of the CMR Convention and a declaration of Special Interest in Delivery within the meaning of Article 26 of the CMR Convention are entered in the consignment note, the Carrier's liability to the entitled person shall be governed by Articles 23-26 of the CMR Convention. The declaration of value affects the upper limit of compensation for loss of

or damage to the goods, whereas the declaration of Special Interest in Delivery permits additional compensation to be claimed above that amount, within the limits of the declared interest.

XI. Performance of the Order

1. Before commencing the Service, the Carrier shall provide the Principal with the driver's direct telephone number, make GPS tracking available, and ensure continuous contact with the driver, i.e. require the driver to answer telephone calls and respond to SMS messages, and equip the driver with functioning tools enabling such contact, including an operational mobile telephone with network access and a GPS device or application enabling the vehicle's location to be tracked in real time. Failure to provide the above details to the Principal before commencing performance of the Contract shall result in a contractual penalty of EUR 40 for each breach. The reservation of a contractual penalty shall not preclude the Principal from claiming damages exceeding the amount of that penalty.
2. The Carrier shall immediately provide information on the commencement of loading, border crossings, stops, transport incidents, and completion of unloading by SMS or e-mail.
3. The Carrier shall keep the Principal informed on an ongoing basis of any impediments encountered in the performance of the Order, including any breakdowns, delays, traffic disruptions, and any other factors that may affect working and driving patterns and that may, even indirectly, affect performance of the Order and the delivery time of the goods carried [the Consignment], as soon as possible. In such situations, the Carrier shall contact the Principal using the contact details stated in the Order. Failure to inform the Principal within 1 hour after the Carrier becomes aware of a problem affecting the transport shall entitle the Principal to charge the Carrier a contractual penalty of EUR 300 for each occurrence. The reservation of a contractual penalty shall not preclude the Principal from claiming damages exceeding the amount of that penalty.
4. The Carrier shall not be entitled to unload or tranship the Consignment or carry it together with other consignments without the Principal's prior consent given in documentary form, failing which such consent shall be null and void. In the event of a breach of the above prohibition, the Carrier shall pay a contractual penalty equal to 50% of the Freight. The reservation of a contractual penalty shall not preclude the Principal from claiming damages exceeding the amount of that penalty.
5. The Carrier shall perform the carriage personally and shall not be entitled to entrust performance of the Order, in whole or in part, to a third party (subcontractor) without the Principal's prior express consent given in documentary form, failing which such consent shall be null and void. A breach of this prohibition shall result in a contractual penalty equal to 50% of the Freight. The reservation of a contractual penalty shall not preclude the Principal from claiming damages exceeding the amount of that penalty.
6. Consignments handed over for carriage are loaded on returnable EUR pallets, unless the Parties agree otherwise in the Order. Unless otherwise provided, the Carrier shall account for those pallets.
7. At the place of loading, the Carrier shall collect pallet documents confirming the number, type, and condition of the pallets accepted for carriage. Those documents must be endorsed by the Consignor and delivered to the Principal together with the Transport Document.

8. In carriage involving pallet exchange, the Carrier shall obtain confirmation at the place of unloading that empty pallets have been released in a number, type, and quality corresponding to the pallets handed over at loading. Failure to obtain confirmation of pallet settlement shall result in the pallets being treated as unaccounted for.
9. In carriage without pallet exchange, the Carrier shall obtain a document confirming that no empty pallets were released at the place of unloading (e.g. a DPL). In the absence of such a document, it shall be presumed that the Carrier collected pallets in a number and quality corresponding to the Consignment.
10. Each pallet document must bear the date, signature, and stamp of the place of loading or unloading. Illegible, incomplete, or unsigned documents shall not constitute a basis for pallet settlement.
11. The Carrier shall deliver the pallet documents within the time limit specified in the section concerning settlements. Failure to comply with the time limit or failure to provide the documents shall result in a contractual penalty.
12. If pallets are not accounted for or pallet documents are not delivered on time, the Principal shall be entitled to a contractual penalty in the amount of:
    a) PLN 100 net for each unaccounted-for EUR pallet - where the Carrier has its registered office in the territory of the Republic of Poland;
    b) EUR 20 net for each unaccounted-for EUR pallet - where the Carrier has its registered office outside the territory of the Republic of Poland.
13. Charging a contractual penalty shall not preclude the Principal from claiming damages exceeding the amount of that penalty. In the event of persistent breaches of the pallet settlement rules, the Principal reserves the right to refuse to continue cooperation with the Carrier.
14. Throughout the term of the Order, the Carrier shall maintain a valid road carrier's civil liability insurance policy with an unexhausted sum insured of not less than EUR 200,000.00 (two hundred thousand euros) for international carriage (hereinafter referred to as the "OCPD Policy") and shall present it to the Principal within 1 (one) day of receiving a request from the Principal in any form. The Carrier represents that it paid the premium for the OCPD Policy before commencing performance of the Order and that the OCPD Policy covers the Carrier's civil liability for damage arising from robbery or armed robbery, the carriage of dangerous goods, and the carriage of goods at high risk of theft (e.g. computer and electronic equipment, cosmetics, medicines, etc.). If the Carrier makes a representation that is inconsistent with the facts, it shall bear full liability in damages towards the Principal for failure to comply with this provision.

XII. Stops and Waiting Time

1. The Principal stipulates that the first 24 hours of waiting time at loading and, separately, at unloading shall be free of waiting-time charges.
2. Waiting-time charges shall also not be payable for waiting time:
    a) on Saturdays and public holidays;
    b) outside the working hours of the facility at which loading or unloading takes place;
    c) at national borders, customs offices, and in connection with administrative inspections and legal restrictions.

3. In all other cases, the Carrier shall be entitled to a contractual penalty of EUR 10 for each commenced hour of waiting time, but not more than EUR 150 for each commenced 24-hour period.
4. The Carrier shall document the waiting time, its duration, and its cause, and shall inform the Principal of its occurrence and causes no later than when the waiting time begins. Failure to comply with these obligations shall deprive the Carrier of the right to claim a contractual penalty or damages in respect of the waiting time.
5. Payment of the contractual penalty referred to above shall satisfy all claims of the Carrier arising from the waiting time, including claims for damages under the general rules. The Carrier waives the right to pursue any further claims in this respect.
6. All stops may be made only in guarded car parks, understood as designated areas supervised 24 hours a day, illuminated at night, equipped with devices preventing vehicles from entering or leaving without the permission of the person supervising the car park, and applying strict identification procedures for vehicles left on the premises.
7. A stop within the grounds of a 24-hour petrol station, hotel, motel, bar, restaurant, or motorway service area, provided that the premises are illuminated after dark (where the stop takes place after dark) and are located directly on the carriage route, shall be permitted where the stop is caused by:
    a) compliance with drivers' working-time rules;
    b) refuelling or replenishing other fluids or consumables necessary to continue driving safely;
    c) taking a meal or attending to the driver's other physiological needs;
    d) waiting to unload near the place of unloading outside the Consignee's facility working hours.
8. A stop at a place other than those referred to in paragraphs 6 and 7 shall be permitted only where it is caused by:
    a) a road accident or vehicle breakdown preventing the journey from being continued safely and lawfully;
    b) waiting to unload during the Consignee's facility working hours;
    c) the need to provide assistance to accident victims;
    d) the completion of customs formalities or payment of toll-road charges;
    e) a sudden illness of the driver preventing the journey from being continued;
    f) a decision of a public administration authority or law-enforcement service, or waiting for an inspection by such authorities.
9. The burden of proving the circumstances specified in paragraphs 6-8 shall rest with the Carrier.
10. When leaving the vehicle, the driver shall lock all locks, activate all anti-theft devices, and take the vehicle documents and transport documents with them.
11. Where the insurance contract entered into by the Carrier contains more stringent safety requirements, the Carrier shall comply with the rules set out in that insurance contract.

XIII. GDPR Clause

1. By accepting the Order, the Carrier acknowledges that:
    a) the Principal is the controller of the Carrier's personal data;
    b) the data will be processed for the purposes of the proper performance, safeguarding, and settlement of the transport operation (including the contract between the Principal and the Carrier and other contracts relating

to the relevant transport operation, e.g. contracts between the Principal and the Consignor or other carriers or freight forwarders, insurance contracts, etc.), for the creation of a database of the Principal's trusted partners, and may also be processed for the purpose of the Principal pursuing or defending claims;

c) the legal basis for processing is Article 6(1)(b) of the GDPR in relation to the Contract between the Carrier and the Principal, and Article 6(1)(f) of the GDPR in all other cases;

d) recipients of the data may include other entities involved in the relevant transport operation, in particular the Consignee, other carriers or freight forwarders, as well as entities providing IT, GPS, legal, or accounting services and operators of freight exchanges;

e) the data is obtained directly from the Carrier or through a freight exchange;

f) to the extent that the data is obtained from the Carrier, its provision is voluntary, but failure to provide it will make it impossible to enter into the Contract;

g) the data processed includes data identifying the Carrier (first name, surname, business name, tax identification number), contact details (address, e-mail address, telephone number), and vehicle identification data (make, model, registration numbers); where this follows from separate arrangements, vehicle geolocation data may also be processed for transport-security purposes;

h) in connection with the processing of its data, the Carrier has the right to access its personal data (Article 15 GDPR), rectify it (Article 16 GDPR), request erasure (Article 17 GDPR), restrict processing (Article 18 GDPR), and object to processing (Article 21 GDPR);

i) in connection with the processing of the Carrier's personal data, the Carrier has the right to lodge a complaint with the supervisory authority (the President of the Personal Data Protection Office).

2. A Carrier using its employees, associates, or subcontractors to perform the Order shall provide those persons with the content of this clause.

XIV. Trade Secrets. Non-Compete Obligation

1. Any technical or organisational information of the Principal, or other information having economic value, which as a whole or in a particular configuration and compilation of its components is not generally known to persons who normally deal with that type of information or is not readily accessible to such persons, and which is obtained by the Carrier in connection with the conclusion and performance of the Order, shall constitute the Principal's trade secret. Such information may be used by the Carrier and persons acting on its behalf solely for the purpose of performing the Order, except where disclosure is required by mandatorily applicable law. The Carrier represents that it applies appropriate organisational and technical measures to prevent disclosure of such information and that persons acting on its behalf have been obliged to maintain confidentiality in this respect.
2. The Carrier undertakes not to engage in any activities (including any form of communication) aimed at establishing cooperation with the Principal's customers (meaning the Principal’s direct customer for whose benefit the relevant Transport Order

is performed, as well as the consignors and consignees of the cargo specified in the Transport Order and/or the Consignment Note) for a period of 24 months from receipt of the Order, regardless of whether the service has been performed by the Carrier. The above prohibition includes, in particular, any form of offering the above customers the Carrier's own services or the services of third parties. The Carrier also undertakes not to engage in the above activities through undertakings connected with it by personal and/or capital links.

3. The Parties agree that 2% of the agreed remuneration [Freight] constitutes consideration for the Carrier's compliance with the obligations set out in the preceding paragraph.
4. If the Carrier or a driver performing the carriage on its behalf discloses to a third party the amount of Freight agreed in the Order, the Principal shall be entitled to demand that the Carrier pay a contractual penalty of EUR 5,000.00 (five thousand euros). Furthermore, all information contained in the Order and all information obtained by the Carrier in the course of performing the Order shall be confidential and shall constitute the Principal's trade secret.
5. In the event of a breach of the provisions set out in paragraphs 1 and 2, the Principal shall be entitled to a contractual penalty of EUR 50,000.00 (fifty thousand euros) for each breach. The prohibition on disclosing the confidential information referred to in paragraph 1 shall apply throughout the period of cooperation and for 24 months after its termination.

XV. Amendment of the GTCC

1. These GTCC may be amended by publishing the new wording of the GTCC on the Principal's website.
2. Each Order shall be governed by the GTCC in force on the date on which the Order is accepted by the Carrier.

XVI. Final Provisions

1. These GTCC are available at the Principal's registered office and on the website https://flashlogistic.pl/
2. An Order submitted by the Principal constitutes an offer to enter into a contract on the terms set out in these GTCC. Acceptance of the Order by the Carrier constitutes acceptance of the GTCC.
3. To the extent permitted by Article 31(1) of the CMR Convention, the Parties agree that all disputes arising from the performance of a transport or freight-forwarding order shall be resolved by the Polish courts having territorial jurisdiction over the Principal's registered office.
4. These GTCC shall enter into force on 16.07.2027 and shall apply to all Orders submitted on or after that date.
5. These GTCC and the Contracts entered into in accordance with their provisions shall be governed by Polish law, excluding its conflict-of-laws rules.
6. The Polish language shall govern the interpretation of these GTCC. If the GTCC or Contracts entered into in accordance with them are prepared in several language versions, the Polish-language version shall prevail.

7. If any provision of these GTCC is found to be invalid or unenforceable, the remaining provisions shall remain in force, and the Parties undertake to replace the invalid provision with a provision that comes as close as possible to its purpose and economic effect.