GENERAL TERMS AND CONDITIONS OF FREIGHT FORWARDING
(hereinafter referred to as the "GTC")

I. Definitions

The following terms shall have the meanings set out below:

1. **Company / Freight Forwarder** – 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 No. 38067660000000, NIP No. 8952191201.
2. **Customer** – an entrepreneur for whom the Company provides freight forwarding or carriage services. The Customer may act as the Consignor or the Consignee.
3. **Company Subcontractor** – an entity performing transport, logistics or freight forwarding services commissioned by the Company.
4. **Parties** – the Company and the Customer jointly.
5. **Consignor** – the entity handing over the Shipment for carriage, where different from the Customer.
6. **Consignee** – the entity to which the Shipment is addressed.
7. **Freight Forwarding Agreement / Agreement** – an agreement under which the Freight Forwarder undertakes, for a fee, to arrange the carriage of goods or perform other freight forwarding activities for the Customer, within the scope specified in the Freight Forwarding Order and the GTC.
8. **Freight Forwarding Order / Order** – an offer to enter into a Freight Forwarding Agreement submitted by the Customer to the Company in the form of a document or form for the Company's acceptance.
9. **Freight Forwarding Service** – all factual and legal activities undertaken by the Freight Forwarder in order to arrange the carriage of goods or other logistics services.
10. **Carriage** – the actual movement of goods from the place of loading to the place of unloading, performed by the Company or a carrier.
11. **Carrier / Subcontractor** – an entity to which the Company subcontracts the further performance of carriage.
12. **Contractual Carrier** – an entrepreneur who enters into an agreement in its own name, expressly undertakes towards the Customer to carry the Shipment by a specified mode of transport and assumes responsibility for achieving that result, but does not itself physically perform the carriage.
13. **Actual Carrier** – an entrepreneur acting under an agreement, having suitable vehicles and the authorisations required to provide carriage of goods for remuneration.
14. **Shipment** – the goods entrusted for performance of the Freight Forwarding Service, together with their packaging and securing, whose characteristics, weight, dimensions and method of preparation have been specified by the Customer. The Shipment also includes all transport documentation required for loading, carriage and unloading, including the consignment note or its electronic equivalent.
15. **Transport Document / Consignment Note** – a document confirming acceptance of the Shipment for carriage and the course and completion of the carriage, in particular a CMR consignment note.

16. **Electronic System** – an ICT system or communications platform used by the Company to receive Orders and communicate with the Customer, including email and internet messaging services.
17. **Business Day** – a day from Monday to Friday between [8:00 a.m.] and [4:00 p.m.], excluding public holidays falling during that period in the territory of the Republic of Poland.
18. **Force Majeure** – any extraordinary event beyond the control of the Company or the Customer which the Parties could not have foreseen or prevented despite exercising due care and which prevents or materially impedes performance of the Freight Forwarding Agreement. Such events include, in particular, those indicated in the GTC, including strikes, road accidents, inspections by road authorities, weather conditions, natural disasters, armed conflicts and other extraordinary circumstances not caused by the Company.
19. **Documentary Form** – a form of legal act for which it is sufficient to make a declaration of intent in a document enabling the person making the declaration to be identified, in particular by email, a message sent through the Electronic System, electronic messaging services or other means of remote communication, without the need for a handwritten signature or qualified electronic signature.
20. **KSeF System** – the National e-Invoice System, namely an ICT system used to issue, receive and store structured invoices, introduced under the tax laws applicable in the Republic of Poland.

II. Scope and Application

1. These GTC apply to all Freight Forwarding Agreements entered into by the Company with Customers, irrespective of the form in which the Agreement is concluded, including Agreements concluded on the basis of an accepted email Order, through the Electronic System or by another means of remote communication.
2. The provisions of the GTC form an integral part of each Freight Forwarding Agreement unless the Parties expressly agree otherwise in Documentary Form.
3. In the event of any conflict between the GTC and individual arrangements made by the Parties in the Freight Forwarding Order or Agreement, the GTC shall prevail unless the Agreement expressly provides for a departure from the GTC in respect of a particular Order.
4. Any general terms, regulations or forms used by the Customer shall not bind the Company unless expressly accepted by the Company in Documentary Form. Acceptance of an Order or commencement of its performance shall not, in itself, constitute acceptance of the Customer’s terms.
5. Once the Customer first accepts the GTC, they shall also apply to all subsequent Freight Forwarding Agreements entered into between the Parties until the GTC are amended or revoked by the Company.
6. The GTC may be accepted only in their entirety and without amendment. Any departures or modifications require separate arrangements and the Company’s consent in Documentary Form.
7. A person acting on behalf of the Customer confirms that they have the requisite authority and act in a manner binding upon the Customer.
8. The Company acts in its own name but for the account of the Customer unless the Parties agree otherwise.
9. The Company may enter into contracts of carriage and other agreements necessary to perform the Order in its own name or, after obtaining the requisite authorisation, in the name of the Customer.

10. The Customer consents to the Company entrusting all or part of the services covered by the Order to third parties, including a Company Subcontractor or Carrier, selected by the Company.

III. Conclusion and Performance of the Agreement

1. A Freight Forwarding Agreement may be concluded, in particular, by:
   a) the Company accepting a Freight Forwarding Order submitted by the Customer in writing, or by commencing performance of the Order;
   b) the express acceptance of the amended Order form or the GTC sent by the Company in response to the Order.
   c) by the Company's commencement of performance of the Agreement, provided that the GTC were made available to the Customer, before the conclusion of the Agreement, in a manner enabling the Customer to review their content readily and to store and reproduce them in the ordinary course of business, whereby the GTC shall bind the Customer as a contractual model.
2. A Freight Forwarding Order should contain at least:
   a) the details of the Customer, Consignor and Consignee;
   b) the places and expected dates of loading and unloading;
   c) basic information about the goods, including type, quantity/load units, weight, dimensions, required conditions of carriage, ADR/temperature requirements, etc.;
   d) the scope of the freight forwarding activities requested;
   e) the Freight Forwarder’s fee or the method for determining it;
   f) appropriate contact persons for performance of the Agreement;
   g) the details of the means of transport to be used to carry the Shipment and the details of the driver who will perform the carriage;
   h) any other information necessary for proper performance of the Freight Forwarding Service.
3. Acceptance of an Order subject to a condition or time limit requires the Company’s express acceptance in Documentary Form.
4. The Company may refuse to accept an Order by informing the Customer of its decision in any form, including Documentary Form or orally.
5. An Order submitted by the Customer shall bind the Customer for 30 minutes from the time it is delivered to the Company. If the Company does not confirm acceptance of the Order in Documentary Form within that period, the Order shall be deemed rejected.
6. A person making declarations on behalf of the Customer assumes responsibility for having the proper authority to enter into the Freight Forwarding Agreement on behalf of the Customer.

IV. Amendment and Withdrawal from the Agreement

1. Any amendment to the terms of an Order made by the Customer after receiving confirmation of its acceptance, where the Company raised no comments or modifications, shall be treated as submission of a new Order unless the Parties agree otherwise.
2. The Customer may request that the Company amend the scope of the Order. Amendments may include, in particular:
   a) dates;
   b) places of loading and unloading;
   c) the type of goods.

3. The Company may make acceptance of an amendment conditional upon a corresponding adjustment of the Fee and reimbursement of additional costs.
4. The Company may refuse to accept an amendment to an Order if:
   a) performance of the amended Order would be contrary to law or transport or customs regulations;
   b) the amendment would expose the Company or its subcontractors to disproportionate or unacceptable risk or costs;
   c) the amendment is notified at a time that makes its practical implementation impossible.
5. If, after conclusion of the Agreement, obstacles to its performance arise for reasons beyond the Company’s control, including incorrect information concerning the goods, lack of readiness of the goods, missing documents, lack of access to the place of loading or unloading, or delays attributable to the Consignor or Consignee, the Company may, at its discretion:
   a) withdraw from the Agreement with immediate effect and claim the Fee as for a properly performed service together with reimbursement of the costs incurred; or
   b) continue performance of the Order after obtaining additional instructions from the Customer and adequate coverage of the additional costs, including a change of vehicle, route or subcontractor and vehicle detention costs.
6. If the Customer cancels the Agreement for reasons attributable to the Customer, including by terminating or withdrawing from it or effectively ceasing cooperation after the Company has accepted the Order, the Company may claim the full Fee agreed in the Agreement together with reimbursement of all costs incurred and costs charged by subcontractors.
7. The Company may withdraw from the Agreement at any time before completion if the Customer materially breaches the Agreement or the GTC, including by delaying payment of the Fee or refusing to provide necessary information or documents. Withdrawal shall be effective upon delivery to the Customer of the relevant declaration in Documentary Form.
8. Any amendments to the Freight Forwarding Agreement and any detailed instructions concerning its performance must be provided by the Customer in Documentary Form and accepted by the Company in the same form, failing which they shall be null and void.

V. Performance of the Service

1. If the Customer fails to provide clear, complete and feasible instructions, the Company may determine the manner in which the Freight Forwarding Agreement is to be performed, including selecting the route, means of transport, carrier and method of consolidating the Shipment.
2. The time for performance of the Agreement shall not include, in particular:
   a) time spent waiting to cross a border;
   b) the duration of customs procedures;
   c) inspections performed by authorised authorities;
   d) breaks required by drivers’ working-time regulations;
   e) traffic restrictions and driving bans;
   f) events falling within the definition of Force Majeure.
3. The Company may entrust all or part of the activities covered by the Agreement to subcontractors, including other freight forwarders, carriers, logistics operators, customs agencies and terminal and warehouse operators.
4. The Company is not required to verify whether the goods require special permits, licences, documents or security measures, or to examine the correctness of documents provided by the Customer, unless the Parties expressly agree otherwise in the Agreement. In such a

case, the Company's obligation shall be limited to checking whether the documents are complete.

5. The Consignor of the goods covered by the Order shall in each case be responsible for their proper placement and securing, using the straps fitted to the trailer, anti-slip mats, protective corners and other securing equipment appropriate to the type of goods carried and the type of vehicle ordered by the Customer.
6. The Company shall not be liable for improper preparation of the goods for carriage by the Consignor, including improper placement or securing, or for the absence, insufficient use or improper use of securing materials by the Consignor's personnel. Any assistance provided by the driver during loading or unloading shall be provided solely at the risk and responsibility of the Consignor or Consignee.
7. Any additional instructions given by the Customer directly to carriers or other subcontractors performing the Order are given at the Customer's risk and do not modify the scope of the Company's liability unless expressly accepted by the Company in Documentary Form.
8. No later than when submitting the Order, the Customer shall provide the Company with complete, clear and correct information concerning pallets, including:
   a) whether the carriage is to be performed with pallet exchange, without pallet exchange, with an obligation to return pallets, or only with an obligation to collect a pallet document;
   b) the number, type, quality and value of the pallets;
   c) the required pallet documents;
   d) the details of entities authorised to release and receive pallets;
   e) the procedures applicable at the places of loading and unloading;
   f) the consequences of a failure to exchange pallets or obtain a pallet document.
9. Failure to provide the information referred to above means that the Company assumes no obligations relating to pallet reconciliation, and all related risks, costs, claims and charges shall be borne solely by the Customer.
10. The Customer shall be solely responsible for ensuring proper pallet reconciliation, including agreeing rules for the exchange, return or circulation of pallet documents with the Consignor, Consignee and other participants in the transport process, unless the Company expressly assumes that obligation in the Order in Documentary Form.
11. The Company shall not be liable for a failure to exchange pallets, refusal by the Consignor or Consignee to release pallets, release of pallets of a different type or quality, absence of a signature, stamp or date, or other deficiencies in pallet documents, where the cause is attributable to the Customer, Consignor, Consignee, warehouse, loading point, unloading point or another third party.
12. The Customer may not unilaterally set off against the Company's Fee any amounts relating to pallets, including the value of pallets, contractual penalties, debit notes, administrative costs or costs of purchasing replacement pallets, without the Company's prior consent in Documentary Form.
13. The Company shall not be liable for natural wear and tear of pallets, pre-existing damage, hidden defects, differences in quality between released and returned pallets or refusal to accept pallets for reasons beyond the Company's control.

VI. Rights and Obligations of the Company

1. The Company undertakes towards the Customer to:
   a) perform the Agreement with the due care required by the professional nature of its business and the specific nature of freight forwarding services;

b) arrange insurance of the Shipment for the duration of carriage (if so agreed - upon the Customer’s express instruction);
c) comply with the Customer’s instructions;
d) take the steps necessary to protect the rights of the Customer, or of a person designated by the Customer, against the carrier or another freight forwarder;
e) take the steps necessary to obtain reimbursement of amounts unduly collected in respect of freight, customs duties and other charges connected with carriage of the Shipment;
f) assign to the Customer all rights acquired in connection with performance of the Agreement.

2. The Company represents that it holds the authorisations required by law to conduct business as an intermediary in the carriage of goods and maintains valid freight forwarder’s liability insurance covering losses arising in connection with freight forwarding services, within the limits and on the terms specified in the policy.
3. The Company shall inform the Customer of material circumstances affecting performance of the Agreement of which it has been informed, including anticipated delays or obstacles to carriage of which it becomes aware.
4. Unless otherwise agreed, the Company may perform several Agreements within a single carriage operation and treat the entrusted Shipment as part of a consolidated or groupage shipment.
5. The Company shall not be liable for failure to meet specific delivery dates if:
   a) the conditions of carriage, applicable law or factual circumstances did not permit those dates to be met;
   b) the failure to meet the date was not caused by the Company;
   c) a permit required to perform the relevant Freight Forwarding Agreement must be obtained, including a permit for an abnormal-load vehicle, or other permits, consents or arrangements are required, and obtaining them is impeded or delayed for reasons not attributable to the Company.
6. The time for performance of the Agreement shall be extended by the duration of any obstacles to performance for which the Company is not liable.

VII. Rights and Obligations of the Customer

1. The Customer shall cooperate with the Company to the extent necessary for proper performance of the Agreement, including by:
   a) providing complete, true and clear information concerning the goods, their characteristics, customs classification, carriage requirements and legal and technical restrictions;
   b) providing all documents required by law, including customs, sanitary, veterinary and phytosanitary documents, licences and permits;
   c) preparing the goods for carriage, including appropriately packaging, marking and securing them so that carriage can be performed safely for the goods, other cargo, the means of transport and third parties;
   d) ensuring proper loading and unloading of the goods, to the extent those activities are the responsibility of the Customer, Consignor or Consignee under applicable law and the practice relevant to the carriage, including proper placement and immobilisation of the load;
   e) promptly providing additional instructions when requested by the Company, within the limits of applicable law and the Agreement;

f) reimbursing necessary outlays and expenses incurred by the Freight Forwarder for proper performance of the Freight Forwarding Order;
g) paying the Company's Fee and all additional and justified costs incurred by the Company in connection with the Freight Forwarding Service.

2. The Customer shall be liable for the consequences of providing the Company with incomplete, incorrect, contradictory or late information and for the consequences of improper loading, packaging or marking of the goods.
3. If performance of an Order becomes impossible or materially impeded due to missing data or documents or other acts or omissions attributable to the Customer, the Customer shall cover all resulting costs incurred by the Company and its subcontractors, including detention, rerouting, transhipment and additional formalities.

VIII. Excluded Goods

1. The Company shall refuse to provide the Freight Forwarding Service or carry Shipments containing, in particular:
   a) cash, securities and other payment instruments or documents;
   b) valuable items, including jewellery, works of art, antiques and numismatic items;
   c) weapons and ammunition;
   d) pyrotechnic products;
   e) perishable goods or goods requiring special conditions of carriage;
   f) chemically or biologically active substances;
   g) animals and human or animal remains;
   h) narcotic drugs and psychotropic substances;
   i) medicinal products requiring special transport conditions;
   j) goods which, by reason of their characteristics, may endanger the health or life of persons or damage or destroy other shipments;
   k) tobacco products;
   l) any other goods whose carriage is prohibited by applicable law.
2. The Company shall also not accept goods of substantial value, meaning:
   a) goods whose net value, excluding VAT, exceeds the equivalent of 8.33 SDR per kilogram of gross weight, irrespective of their total value;
   b) goods whose total net value exceeds the equivalent of EUR 200,000.00, irrespective of their value per kilogram of gross weight.
3. If the value of the goods is not stated in EUR, the relevant value shall, for the purpose of determining whether the limits referred to in section 2 are met, be converted using the average exchange rate announced by the National Bank of Poland and applicable on the date the Order is entered into.
4. An Order covering goods referred to in sections 1 and 2, or goods whose total value exceeds EUR 200,000.00, requires the Company's prior express consent in Documentary Form. In that case, the Customer shall provide the Company with detailed information concerning the cargo, including its type, quantity and value, together with carriage instructions. If the required consent is not obtained or the required information is not provided, the Company's liability shall be limited to the amount of the Fee due to it.
5. The Company shall refuse to accept an Order if its performance would violate applicable law, in particular the Polish Transport Law Act or the CMR Convention.
6. For Shipments subject to customs requirements, the Customer shall provide the Company with complete and correct documentation enabling lawful carriage. If the Customer fails to

comply with this obligation, it shall pay the Company a contractual penalty of EUR 10,000.00.

IX. Company's Fee, Additional Costs and Payments

1. The Customer shall pay the Company the Fee for the Freight Forwarding Service in the amount specified in the Freight Forwarding Order. In the event of doubt, the amount of the Fee shall be determined by the Company.
2. The Company represents that it is registered for value added tax and that the agreed Fee is a net amount to which VAT shall be added in accordance with applicable law.
3. The Company's Fee generally includes:
   a) carriage costs incurred by the Company and payable to Carriers (freight charges);
   b) the Company's organisational costs;
   c) the Company's margin.
4. Unless the Parties agree otherwise, accounting documents shall be issued in Polish currency (PLN). If the Fee is agreed in a foreign currency and paid in PLN, the average exchange rate of the National Bank of Poland applicable on the date specified in the Agreement or Order shall apply or, if no date is specified, the rate applicable on the date of unloading of the first or only lot of goods under the relevant Order.
5. Payment of the remuneration shall be made within 7 days after the Company has completed the Freight Forwarding Order, unless a different payment term is specified in the Agreement or the Order. Where a pro forma invoice or a note is issued, the payment term shall run from the date of its issue; where a VAT invoice is issued, the payment term shall run from the date on which the invoice is effectively entered into the National e-Invoice System (KSeF) and assigned its identifying number in that system. Where the Customer is an entity referred to in Article 106gb (4) of the Polish Act on Value Added Tax (in particular an entity having no registered office and no fixed establishment in the territory of the Republic of Poland), the structured invoice shall be made available to it in an agreed manner outside KSeF, and the payment term shall run from the date on which the invoice is actually made available (delivered) to the Customer. Delivery of a pro forma invoice or a note electronically to the email address used for communication under the Agreement shall be deemed effective.
6. The Customer authorises the Company to issue and send invoices, notes and payment demands electronically. The Company may also deliver documents in paper form.
7. The Customer shall pay the Fee to the Company's bank account indicated on the invoice. Payment shall be deemed made on the date the Company's bank account is credited.
8. In justified cases, the Company may request an advance payment towards necessary and documented expenses.
9. If the advance payment is not received within the period specified by the Company, the Company may withdraw from performance of the Agreement for reasons attributable to the Customer.
10. If payment of any amount due under the Freight Forwarding Agreement is delayed, the Company may:
    a) claim statutory interest for late payment in commercial transactions;
    b) claim compensation for debt recovery costs in the amount specified in the Polish Act on Counteracting Excessive Delays in Commercial Transactions;
    c) suspend performance of subsequent Orders until all overdue amounts have been paid.
11. The Company may set off any of its claims, including claims for contractual penalties, damages and additional costs, against claims held by the Customer against the Company.

12. The Company's organisational costs also include costs connected with vehicle detention during loading or unloading, customs clearance and detention of the vehicle by the competent authorities.
13. The minimum charge for each commenced day of vehicle detention is EUR 500.00 net. This charge is payable irrespective of the day on which the detention occurs, including weekends and public holidays, and irrespective of its cause, including detention at a border or customs office.
14. In addition to the Fee, the Customer shall bear all other justified costs and charges arising in connection with performance of the Freight Forwarding Agreement for which the Company is not at fault, including:
    a) road tolls;
    b) parking charges;
    c) detention costs resulting from reasons attributable to the Customer, Consignor or Consignee;
    d) costs of additional customs procedures;
    e) fines and penalties imposed on the carrier due to incorrect data or documents provided by the Customer.
15. If payment is made in a currency other than the invoicing currency and, as a result, the amount credited to the Company's bank account is lower than the amount shown on the invoice, including due to exchange conversions or bank charges, the Customer shall pay the shortfall.
16. Expenses referred to in this Section shall be reimbursed within 7 days after the relevant documents are presented to the Customer, by payment to the Company's bank account on the basis of a pro forma invoice, VAT invoice or payment demand.
17. The Customer consents to receiving pro forma invoices, invoices, corrections and payment demands from the Company electronically.

X. Liability of the Freight Forwarder

1. The Company shall perform Orders with due care and in accordance with applicable law, in particular the Polish Civil Code Act of 23 April 1964 (hereinafter the "Civil Code").
2. The Company shall be liable, in particular, for:
    a) improper selection of a carrier or another subcontractor where the Company failed to exercise the professional due care required when making that selection or acted intentionally;
    b) improper organisation of carriage or freight forwarding activities;
    c) failure to perform the agreed freight forwarding activities.
3. The Company shall be liable for carriers and further freight forwarders used to perform the Agreement unless it is not at fault in their selection.
4. The Company shall not be liable as a carrier for loss of, shortage in or damage to the Shipment or for delay in delivery unless it performs the carriage itself as a Contractual Carrier or Actual Carrier. Liability for damage to the Shipment shall be borne by the carrier in accordance with the rules applicable to the relevant mode of carriage, including the CMR Convention or the Polish Transport Law Act, and the Customer's claims shall first be directed against the carrier.
5. The Company's aggregate liability in connection with a single Order, on any basis, shall be limited to an amount equal to twice the Company's Fee due for that Order. This limitation shall not apply in the event of intentional fault on the part of the Freight Forwarder.

6. The Company shall not be liable for acts or omissions of third parties, including carriers, unless the Company selected them without exercising due care.
7. The Company shall not be liable for indirect loss, loss of profit or loss resulting from delay unless caused by the Company intentionally.
8. The Company shall not be liable for the consequences of missing, incomplete, incorrect or ambiguous information provided by the Customer.
9. The Company is not obliged to pursue claims against third parties on behalf of the Customer or to take related action.
10. The Company shall not be liable for delay in performance of the service where the delay results from circumstances beyond its control.

XI. Liability of the Customer

1. The Customer shall be liable to the Company for all loss, costs, penalties and charges arising from:
   a) incorrect or incomplete information, including an incorrectly completed consignment note;
   b) the characteristics of the Shipment;
   c) breach of laws relating to the goods or their carriage;
   d) improper packaging, loading or unloading of the goods;
   e) failure to comply with information and documentation obligations;
   f) the Shipment not being available for loading.
2. The Customer shall indemnify and hold the Company harmless against liability and cover all costs charged to the Company by third parties, including administrative authorities, carriers and operators, in connection with circumstances for which the Customer is responsible.

XII. Exclusion of Liability

The Parties shall not be liable for non-performance or improper performance of the Agreement to the extent that such non-performance or improper performance results from Force Majeure.

XIII. Claims and Damage

1. The Customer shall ensure that the Consignor and Consignee:
   a) inspect the condition and quantity of the goods upon release and receipt;
   b) enter reservations in the Transport Document if damage or shortages are identified;
   c) prepare appropriate damage reports in accordance with the rules applicable to the relevant mode of carriage.
2. Claims relating to improper performance of the Service must be submitted in writing and sent to the Company’s address.
3. All claims must be submitted in the forms and within the time limits prescribed by law.
4. A claim should contain:
   a) the Order number;
   b) the date and place of loading;
   c) the date and place of unloading;
   d) the details of the carrier and the person entitled to submit the claim;
   e) the amount claimed;

f) the grounds for the claim;
g) the bank account number or address to which compensation or another amount is to be paid;
h) the signature of the authorised person;
i) a copy of the Order;
j) a copy of the consignment note.

5. The Company shall assist the Customer in pursuing claims against carriers, in particular by providing information and documents in its possession, but shall not be obliged to conduct court proceedings on the Customer's behalf unless the Parties agree otherwise.
6. The Freight Forwarder shall consider a claim within 30 days from the date of receipt.

XIV. Right of Lien

To secure claims for the Fee, commission, reimbursement of expenses and other amounts arising from freight forwarding Orders, as well as equivalent claims of previous freight forwarders and carriers, the Company shall have a statutory lien over the Shipment for as long as the Shipment remains in the Company's possession or in the possession of a person holding it on the Company's behalf, or for as long as the Company may dispose of it by means of documents.

XV. Confidential Information and Non-Circumvention

1. Confidential Information means any information, regardless of the form in which it is expressed or recorded, intentionally or inadvertently communicated or made available to the Customer by the Company or by third parties acting on the Company's instructions, as well as information independently obtained by the Customer or by third parties acting on the Customer's instructions, whether or not marked as confidential. Confidential Information includes, in particular, all information concerning the Company that has not been made public, including:
   a) data concerning customers, contractors, carriers, freight forwarders, subcontractors and business partners;
   b) commercial terms, price lists, transport and freight forwarding rates, discount levels, margins, commissions, budgets and calculations;
   c) information concerning routes, transport volumes, transport orders, schedules, pre-advice notices and loading and unloading time slots;
   d) data concerning the fleet, vehicle utilisation, operating costs, claims, losses, incidents and service quality;
   e) the content of agreements, offers, requests for quotations and negotiations;
   f) data contained in documents such as consignment notes, transport orders, CMR documents, cargo specifications, invoices, notes, reports and statements;
   g) personal data of employees, customers, drivers, Consignees, Consignors and other natural persons processed by the Company;
   h) any other information marked as confidential or whose confidential nature follows from its content, the circumstances in which it was disclosed or the Company's legitimate interest.
2. The information referred to in section 1 constitutes a trade secret within the meaning of the Polish Act of 16 April 1993 on Combating Unfair Competition.
3. The Customer undertakes to:

a) use Confidential Information solely for the purpose of performing the Agreement and not disclose it to third parties without the Company's prior consent in Documentary Form;
b) keep Confidential Information strictly confidential and protect it against theft, damage, loss, unauthorised disclosure or use;
c) use Confidential Information only to the extent necessary to carry out activities connected with the Parties' cooperation;
d) except for the purposes specified in letter c) above, not make written copies, reproductions or summaries of Confidential Information or otherwise duplicate media containing Confidential Information;
e) immediately notify the Company if disclosure of any Confidential Information is required from the Customer by law and cooperate with the Company regarding the timing and scope of the disclosure and any action that the Company may reasonably take to challenge the validity of such requirement;
f) immediately notify the Company upon becoming aware of unauthorised disclosure of Confidential Information and of the measures taken to remedy the effects of the disclosure or unlawful use and prevent similar breaches in the future.

4. The confidentiality obligation applies to the Customer and to its employees, associates, contractors, subcontractors and all persons or entities legally or factually connected with the Customer, acting jointly with or on behalf of the Customer on any basis. The Customer shall take steps to bind those persons by the GTC and shall be responsible for their compliance with confidentiality obligations as for its own acts and omissions.
5. The prohibition on disclosure and use of Confidential Information applies throughout the cooperation and for 24 months after it ends.
6. If the above prohibition is breached, the Company may claim a contractual penalty of EUR 50,000.00 for each breach, without prejudice to its right to claim damages exceeding that amount under the general rules.
7. The amount referred to in section 6 shall be paid within 7 days after receipt of a written demand from the Company.
8. Without the Company's prior written consent, for 24 months after performance or termination of the Agreement the Customer shall not:
   a) enter directly into contracts for transport or logistics services with the Company's Subcontractors whose details it obtained solely in connection with performance of the Freight Forwarding Agreement, for the purpose of providing services analogous to those provided by the Company on the same route or for the same customers;
   b) take actions intended to circumvent the Company as intermediary, including by placing Orders directly with the Company's existing subcontractors.
9. The Parties agree that the Fee shall be reduced by 2%, which constitutes consideration for the Customer's compliance with the obligations set out in section 8 above.
10. If the prohibition set out in section 8 is breached, the Company may claim a contractual penalty of EUR 50,000.00 for each breach, without prejudice to its right to claim damages exceeding that amount under the general rules.
11. The amount referred to in section 10 shall be paid within 7 days after receipt of a written demand from the Company.

XVI. GDPR Clause

1. The Parties acknowledge that, in connection with performance of the Agreement, they may process personal data of employees, associates, representatives and other persons involved in performance of Orders. Accordingly, both Parties shall comply with generally

applicable personal data protection laws, including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation; hereinafter the "GDPR"), taking into account, in particular, that:

a) under the GDPR, personal data means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or one or more factors specific to that person's physical, physiological, genetic, mental, economic, cultural or social identity;

b) for the purposes of this Section, subcontractors means all entities which, on behalf of the Company or a Company subcontractor, perform a service in connection with the Company's performance of the Freight Forwarding Service under a Freight Forwarding Agreement for the Customer, as well as an entity interested in performing such a service for the Company and any entities engaged by the Company in its cooperation with the Customer.

2. Each Party processes personal data to the extent necessary to enter into and perform the Agreement and to comply with legal obligations, including tax and accounting obligations, as an independent controller within the meaning of data protection law.
3. If personal data processing is entrusted to the other Party in the course of cooperation, the Parties shall enter into a separate data processing agreement specifying the scope and purpose of processing and the data protection measures.
4. The Parties shall implement appropriate technical and organisational measures to protect personal data against unauthorised disclosure, loss or destruction.

XVII. Amendment of the GTC

1. These General Terms and Conditions of Freight Forwarding may be amended by publishing a new version of the GTC on the Company's website.
2. Each Order shall be governed by the GTC in force on the date the Freight Forwarding Agreement is entered into.

XVIII. Final Provisions

1. These General Terms and Conditions of Freight Forwarding are available at the Company's registered office and on the website: https://flashlogistic.pl/
2. The Parties agree that all disputes arising from performance of a Freight Forwarding Order shall be resolved by the Polish courts having territorial jurisdiction over the Company's registered office.
3. These GTC enter into force on 16.07.2026 and apply to all Orders submitted on or after that date.
4. These GTC and Agreements entered into in accordance with them shall be governed by Polish law, excluding its conflict-of-laws rules.
5. The Polish language shall govern interpretation of these GTC. If the GTC or Agreements entered into under them are prepared in more than one language, the Polish-language version shall prevail.

6. If any provision of these GTC is held ineffective or invalid in whole or in part, this shall not affect the effectiveness or validity of the remaining provisions. To the extent severable, the unaffected part of the provision concerned shall remain in force.
7. In the circumstances described in section 6, the invalid or ineffective provision shall be replaced by a lawful provision that most closely reflects the intention of the invalid or ineffective provision of the GTC.
8. Upon entering into an Agreement to which all or part of these GTC applies, the Customer and the Company confirm that, before entering into the Agreement, they reviewed the GTC to the extent applicable to that Agreement and consent to their application to that extent.