



On the basis of binding provisions of law and these terms and conditions (“**Conditions**”), Mrs. Iwona Indeka performing business activity under the business name Indeka Iwona with its registered office in Kobylnica, Poland (“**Indeka**”), commissions to other entrepreneurs, in domestic and international transport, the service of road cargo transport services and freight forwarding services.

DEFINITIONS

All terms defined in the preamble of these Conditions have the meaning assigned to them therein, whereas each of the below terms has the following meaning:

„Loading Activities”

means:

- (a) Loading; and
- (b) Unloading;

„Transport Document”

means the document constituting the proof of acceptance of Goods for transport, record, and performance of the transport services, in particular:

- (a) international bill of lading CMR;
- (b) documents connected to the consignment of the delivered Goods;

„Transport Unit”

means:

- (a) EUR palette (1200x800mm); or
- (b) other palette or container used in transport of Goods accepted by Indeka;

„Place of Unloading”

means the place indicated in the Order to which the Goods are to be delivered;

„Place of Loading”

means the place indicated in the Order in which the Goods are to be consigned for transport and Loaded;

„Sender”

means the entity indicated in the Order consigning the Goods to the Contractor for transport;

„Consignee”

means the entity indicated in the Order authorized to receive the Goods;

"Unloading"

means all of the activities aimed at unloading of the Goods from the mean of transport as well as cleaning of the mean of transport, as the case may be;

"Goods"

means the goods accepted for transport under the Transport Documents, intended for one



Consignee and one or several Places of Unloading, packaged and placed on or in the Transport Unit. The Goods may include one or several Transport Units;

"Agreement"

means the transport agreement concluded between Indeka and the Contractor with respect to the Goods, subject to these Conditions, terms of Order, and binding provisions of law;

"Services"

means the transport services rendered by the Contractor consisting in the Loading of Goods at the Place of Loading, transport of the Goods and Unloading of the Goods at the Place of Unloading;

"Loading"

means all of the activities aimed at loading of the Goods onto the mean of transport, including the proper deployment of the Goods inside the mean of transport, as well as cleaning of the mean of transport, as the case may be;

"Order"

means the commissioning of the transport of Goods, indicating the data and information necessary for the proper performance of transport;

„Contractor"

means an Entrepreneur concluding the Agreement by accepting the Order;

CONCLUSION OF THE AGREEMENT

1. The Order accepted by the Contractor constitutes the proof of conclusion and content of the Agreement.
2. In order for the Parties to conclude the Agreement, it is necessary to:
 - (a) agree the essential terms of the Services between Indeka and the Contractor, in particular the type and kind of Goods, Place of Loading and Place of Unloading and remuneration of the Contractor; and
 - (b) deliver the Order to the Contractor;
 - (c) confirm by the Contractor the receipt of the Order in electronic form or by fax.
3. By confirming the receipt of the Order the contractor confirms that:
 - (a) he became acquainted with these Conditions and agrees that they apply to the Order;
 - (b) the Contractor agreed with Indeka on the terms of the Services.
4. With respect to the Goods requiring special conditions of transport due to their characteristics or provisions of law, the Contractor shall agree with Indeka the particular conditions of rendered Services and shall explicitly notify Indeka about such requirements, otherwise the Contractor shall be solely liable for any damage arising due to the lack of fulfilment by the Contractor of the abovementioned obligations.



5. The Contractor is bound by the content of the Order from the moment of confirmation of its receipt. By confirming the receipt of the Order, the Contractor waives any terms and conditions applicable by the Contractor and undertakes to abide by these Conditions.
6. Before confirming the receipt of the Order, the Contractor may contact Indeka (in document form under the pain of nullity) in order to obtain additional explanations regarding the Order, in particular:
 - (a) if the Order was filled illegibly, improperly, partially or is inconsistent with these Conditions or previous consent of the Parties;
 - (b) if the Order refers to the transport of Goods which are excluded from transport under the binding provisions of law.

The lack of contact by the Contractor in order to obtain additional explanations regarding the Order or lack of information on exclusion of Goods from transport shall not have any consequences for Indeka and the Contractor shall be solely liable against Indeka in that respect.

7. The Contractor shall immediately inform Indeka about the refusal to confirm the Order via email indicated in the Order. The Contractor that negotiated with Indeka with infringement of good practice, in particular with no intent to conclude the Agreement, shall be liable for any damage incurred by Indeka in that respect.
8. The Contractor may not alter its statement on acceptance of the Order unless Indeka agrees to such alteration in document form under the pain of nullity.

REPRESENTATIONS AND RESPONSIBILITIES OF THE PARTIES AND TRANSPORT

9. The Contractor represents that it possesses all of the permits necessary to perform the transport in accordance with the Order, in particular:
 - (a) current and valid license for international and domestic transport of goods;
 - (b) current and valid carrier's liability insurance in domestic and international transport; and
 - (c) other documents required by the specificity of the Order or connected to the persons which the Contractor employs while performing the Order.
10. The Contractor shall perform the Agreement in accordance with the Order, these Conditions, binding provisions of law and due diligence determined with consideration of the professional character of the conducted business activity.

The Contractor shall in particular:

- (a) ensure and procure the suitable vehicle necessary to properly perform the Agreement, with respect to the Order and binding provisions of law (in particular equipped with the proper amount of belts of required quality, i.e. with legible tags, undamaged, slip-resistant mats, and brackets necessary to secure the transported Goods;
- (b) ensure and procure that the vehicle is technically fit, the loading space is clean, odorless and free of any additional elements or things, of height rendering it possible unhindered Loading and Unloading through the ramp;
- (c) check the Goods during Loading and Unloading within the following scope:
 - (i) amount of Transport Units constituting a given batch of Goods, content of the particular Transport Units total weight of Goods or other dimensions units;
 - (ii) the exterior condition of Goods, including its packaging;



- otherwise the Goods and manner of their packaging shall be deemed proper and consistent with the Order as of the time of their Loading.
 - (d) properly perform the Loading, properly deploy the Goods inside the vehicle, and secure the Goods in accordance with their specification, these Conditions and binding provisions of law, including the procurement of the conformity with the permissible axle masses and total weight of the vehicle;
 - (e) properly perform Unloading;
 - (f) pay any expenses connected to the Loading and Unloading, as the case may be;
 - (g) issue and properly fill in the CMR document with the suitable data, in accordance with the Order, including insertion of the Contractor's data and procurement of possibility to use certain documents or stamps required by Indeka;
 - (h) include in the transport documentation the respective data regarding the reservations with respect to the condition of the Goods, manner of its loading as well as discrepancies between the statements of the Consignee or the Order and the Goods;
 - (i) immediately inform Indeka (in document form under the pain of nullity) about any discrepancy between the condition of Goods indicated in the Order (within the scope of amount of Transport Units, their content, weight or other measurement units) and actual condition of Goods, about any incorrectness within the scope of external condition of Goods, their packaging and to obtain from Indeka instructions regarding further actions to be undertaken in such case;
 - (j) immediately, not later than 30 min after any event, inform Indeka in document form (under the pain of nullity) about any obstacles or hindrances in performance of the Order in accordance with its content, in particular about delays in delivery of Goods, force majeure, road blockade, accidents, vehicle malfunction, severe atmospheric conditions, damage to the Goods, lack of Consignee at the indicated address, refusal to accept the Goods, refusal to sign the Transport Documents, and to obtain from Indeka instructions regarding further actions to be undertaken in such case;
 - (k) procure the constant phone contact with the driver during the performance of the Order and to inform Indeka about any of the events described above;
11. If the Goods consist of food, the Contractor shall procure that the transport is performed by the refrigerated vehicle, which shall:
- (a) be fitted with the necessary permits to transport food products,
 - (b) be fitted with the valid HACCP certificate.
12. If the Goods consist of ADR products, the Contractor shall procure that in particular:
- (a) the driver possesses the current certificate or permission to transport ADR products,
 - (b) the vehicle is equipped in emergency equipment and signs in accordance to the binding provisions of law in that respect;
 - (c) Indeka receives any other documents possibly required due to the specificity of the Order or connected to the persons which the Contractor employs while performing the Order.
13. The transport starts at the moment of arrival of the vehicle for Loading at the Place of Loading. The transport ends at the moment the Unloading is completed at the Place of Unloading, which shall be confirmed by the Consignee by the signing of the transport document by legible signature, date and company stamp.
14. Loading and Unloading of Goods shall be performed by the Contractor if the Consignee fails to perform them.



15. The Contractor shall legibly, completely and lawfully fill in the Transport Document and sign it. By signing the Transport Document the Contractor confirms the information included therein, the fact that the Contractor became acquainted with these Conditions and accepts them for performance. The address data of the Contractor, Sender, and Consignee shall be checked and confirmed by the Contractor and shall include the full business name, including its legal form, full address with postal code, email address, and phone number.

Indeka is not liable for any damage incurred due to the lack of proper filling in or checking of the Transport Document by the Contractor. The Contractor shall inform Indeka about any discrepancies between the Transport Documents and content of the Order. The Contractor is fully liable against Indeka for any damage arising from the insertion of any incomplete or misleading data, or data contrary to the actual circumstances as well as for wrong insertion of data of the Transport Document. The Contractor fills in the Transport Document at its own account. The Contractor shall leave one copy of the Transport Document at the Place of Loading and at the Place of Unloading. The Transport Document shall include the designation and address of the Contractor.

16. During the transport the Contractor shall leave the vehicle and trailer with Goods only on the properly designated secured parking lots and if impossible, in the place ensuring maximum security.
17. The Contractor shall perform the transport without the reloading of the Goods, unless Indeka agrees to reloading in document form under the pain of nullity. In each instance the Contractor shall be liable towards Indeka for each reloading of the Goods.
18. The Contractor shall not load additional Goods to the transport described in the Order without the prior written consent of Indeka in document form under the pain of nullity, otherwise the Contractor shall not be entitled to receive remuneration in accordance with the Order.
19. The Contractor may mandate third party to perform the Order in part or in full only after receiving prior consent of Indeka, in document form under the pain of nullity. The Contractor is liable for any act or omission of third party as for its own acts or omissions.

PAYMENTS

20. The remuneration of the Contractor is described in the Agreement only. The agreed remuneration includes all of the costs of the Contractor, who is not entitled to claim from Indeka the reimbursement of any amounts or payment of additional remuneration exceeding the remuneration indicated in the Order. The separate agreement concluded between the Parties, in document form under the pain of nullity, describing the scope of services and additional remuneration, may constitute the only basis for payment of remuneration other than agreed in the Agreement.
21. All additional costs not agreed with Indeka shall be borne by the Contractor.
22. The payment of agreed remuneration occurs within the deadlines and conditions described in the Order, and in the event of lack of such description, within 60 days. The deadline for payment is calculated from the date of delivery to Indeka of the correctly issued invoice, together with:
 - (a) 2 original Transport Documents confirming the delivery of the Goods to the Consignee. The confirmation of delivery is understood to be the correctly issued Transport Document together with the stamp of Consignee, legible signature and Unloading date. If the company stamp is not available, the legible signature of the Consignee is required together with the identity card number and Unloading date;
 - (b) Order number;



- (c) other documents connected to the transport, in particular entered in bracket 5 of CMR Transport Document.
 - (d) other documents required by Indeka, binding provisions of law or indicated in the Order.
23. The invoice for the performed Services together with the documents indicated in section 22 above shall be delivered to Indeka within 7 days from the date of performance of the Agreement (date of Unloading).
24. The remuneration in EURO currency may be converted by Indeka to PLN in accordance with the sell rate published by the National Bank of Poland, Table A.

LIABILITY

25. The Contractor is fully liable against Indeka for any damage resulting from improper or non-performance of the Agreement, including in particular:
- (a) indication of any information in the Transport Document that may be inconsistent with the actual situation, incorrect, misleading or entered into the wrong brackets;
 - (b) lack, incompleteness or incorrectness of any documents that should be included or accompany the Transport Document under the law;
 - (c) acceptance of the Goods or its packaging in defective condition or in wrong amount or acceptance of the Goods inconsistent with the Order, these Conditions or binding provisions of law;
 - (d) improper Loading of Goods, in particular due to the wrong deployment of Goods or improper securing of Goods;
 - (e) damage incurred with respect to the Order;
 - (f) delay or non-performance of the Loading or Unloading of Goods.
26. Indeka reserves the right to reimbursement from the Contractor in the event of payment of any damages to Indeka's contracting party caused by improper or non-performance of the Agreement by the Contractor, including in particular in the event of payment of damages for delay and damage with respect to the Goods.

INSURANCE

27. The Contractor represents that it possesses the carrier's liability insurance in international and domestic transport, covering the liability for the improper or non-performance of the Order, including for the gross negligence and willful misconduct, and shall possess during the performance of the Agreement. The Contractor shall present the respective document confirming the possession of such insurance at each demand of Indeka.
28. The guaranteed amount under the carrier's liability insurance shall reflect the kind of transported Goods, it shall not, however, be lower than:
- (a) 500.000 EUR or its equivalency in other currency – in the event of transport of the cargo capacity up to 24 t (33 mplt);
 - (b) 200.000 EUR or its equivalency in other currency – in the event of transport of the cargo capacity up to 12 t (22 mplt)
 - (c) 40.000 EUR or its equivalency in other currency – in the event of transport of the cargo capacity up to 2 t (8 mplt).



NON-COMPETITION

29. The Contractor shall not undertake any competitive actions with respect to any client of Indeka, in particular perform any transport directly to the benefit of the client of Indeka, during the period of cooperation with Indeka and during the period of 5 years after the last Order. If the Contractor contacts the client of Indeka or undertakes any other competitive actions, the Contractor shall pay to Indeka the amount off EUR 500.000,00. Indeka may pursue claims exceeding the stipulated amount.
30. The client of Indeka is deemed to be an entity to which Indeka provides transport, freight forwarding or logistics services or to which Indeka provided such services for the period of 2 years before the date of the last Order, or entities controlled or affiliated to such entities.

CONTRACTUAL PENALTIES

31. Indeka reserves the right to pursue contractual penalties against the Contractor, if the Contractor:
 - (a) gives wrong information about the location of the vehicle – in the amount of EUR 150 for each infringement;
 - (b) lack of possibility to contact the driver for the period longer than 1 hour – in the amount of EUR 150 for each started hour;
 - (c) lack of observance of Indeka's instructions – in the amount of 250 for each infringement;
 - (d) lack of informing Indeka about any hindrance during the performance of the Agreement – in the amount of EUR 300 for each infringement;
 - (e) assignment of the Agreement to any third party without explicit consent of Indeka in document form under the pain of nullity – in the amount of freight agreed between the Parties;
 - (f) delay in providing the vehicle for Loading at the Place of Loading – in the amount of EUR 250 for each started hour;
 - (g) delay in providing the Goods for Unloading at the Place of Unloading - in the amount of EUR 250 for each started hour;
 - (h) lack of current carrier's insurance policy – in the amount of freight agreed between the Parties;
 - (i) infringement of the confidentiality provisions – in the amount of EUR 250.000 for each infringement;
 - (j) infringement of other conditions of the Agreement or the provisions of law, terms and conditions governing the Sender or Consignee or good practices – in the amount of EUR 250 for each infringement;
32. If the actual amount of damage incurred by Indeka due to improper or non-performance of the Agreement by the Contractor exceeds the amount of stipulated contractual penalty, Indeka shall be entitled to pursue damages from the Contractor exceeding the amount of stipulated contractual penalty.
33. The stipulated contractual penalties with respect to different infringements may be added and accumulate.
34. The contractual penalties shall be payable within 7 days from the date of receipt of the notice by the Contractor.
35. Indeka may set-off the contractual penalties with the remuneration of the Contractor.



WITHDRAWAL FROM THE ORDER

36. If the Contractor is in delay in providing the vehicle for Loading at the Place of Loading exceeding one hour, despite any other rights that Indeka may be entitled to under these Conditions, Indeka may withdraw from the Agreement without any right to indicate any additional deadlines. The aforementioned right may be executed by Indeka within 2 business days from the moment of delay. The Contractor shall not be entitled to any rights or claims connected to the withdrawal by Indeka.

CONFIDENTIALITY

37. The Contractor and each person performing the Order and Agreement shall not disclose any information arising from the Order or the Agreement or any other arrangements of the Parties to any third party, unless Indeka agrees to such disclosure in writing under the pain of nullity.
38. If the Contractor is obliged, under the binding provisions of law, to disclose the content of the Order, the Agreement or any other arrangements of the Parties, such disclosure shall be deemed to occur with infringement to the provisions of these Conditions, unless the Contractor:
 - (a) discloses the information in the narrowest possible required scope, and
 - (b) immediately informs Indeka in document form under the pain of nullity about such obligation; and
 - (c) undertakes any acts of due diligence in order to obtain from the entity to the benefit of which the information is to be delivered the confirmation about the confidential treatment of such information.

GENERAL PROVISIONS

39. All disputes connected to the Order and Agreement shall be resolved by the common court having its jurisdiction over the seat of Indeka.
40. All matters under these Conditions shall be governed by the laws of Poland.