

GENERAL TERMS AND CONDITIONS OF PROVIDING SERVICES DATED 11.07.2024.

§ 1 General conditions

1. These general terms and conditions of providing services ("GTCs") are an integral part of each contract, by virtue of which Just in Time Logistics sp. z o.o. ("Ordering Party") commissions a carrier ("Carrier" or „Contractor”) to carry goods.
2. The Carrier, by accepting the order to perform carriage, accepts these conditions and undertakes to comply with them. The Carrier and the Ordering Party undertake to co-operate with each other in order to perform the carriage correctly and in accordance with the regulations in force.
3. The carrier is bound by the GTCs applicable as of the day of acceptance of the transport order.
4. Provision of services under conditions other than those set forth in the GTCs shall be possible only if so stipulated in the transport order or if such conditions have been mutually agreed.
5. The Carrier is obliged to comply with applicable legal regulations concerning transport performed, in particular the Act of 15 November 1984 Transport Law (Dz.U.2020.8 consolidated text of 2020.01.03) and the Convention on the Contract for the International Carriage of Goods by Road (CMR) (Dz.U.1962.49.238 of 1962.09.14) and German Act on Minimum Work Bt-Ds. 18/1558 (Mindestlohngesetz – hereinafter the MILOG Act).
6. Since the provisions of art. 117BA of the Tax Ordinance entered into force as at 01 January 2020, invoices with bank accounts that were not disclosed on the so-called WHITE LIST OF VAT PAYERS, shall be returned without posting them.

§ 2 Contract conclusion

1. Goods are transported on the basis of an order ("Order"), containing at least the date of issue, order number, time and place of loading, time and place of unloading, freight. The order is also a loading instruction.
2. The Order may be accepted only without reservations. Failure to refuse to accept the Order within 30 minutes from the receipt of the Order shall mean its acceptance.
3. In case of changes in the conditions of carriage specified in the Order made before the shipment was accepted for carriage, the Ordering Party agrees them with Carrier in a manner that allows to recreate the content of these arrangements (e.g. e-mail, text message).
4. Withdrawal from the contract by the Carrier may involve the obligation to pay compensation to the Ordering Party if he suffers damage as a result of withdrawal from the contract. The Carrier undertakes, among other things, to cover the loss in the amount of the freight difference if, due to an act or omission of the Carrier, it is necessary to organise carriage by a substitute carrier.
5. Carrier is obliged to have a valid carriers' liability insurance policy with a guarantee sum not lower than the value of goods. Carrier is obliged to send electronically to Ordering Party a copy of the policy together with a confirmation of its payment and a licence, unless these documents were sent to Ordering Party earlier.

§ 3 Carriage of goods

1. The Carrier is obliged to perform the carriage in the manner and under the conditions specified in the Order, in particular he is obliged to load and unload the goods at the time indicated in the Order.

2. The Carrier is obliged to secure the goods in accordance with applicable regulations. The Carrier is responsible for the quantity of the goods carried and for their condition.
3. If it is not possible to count or check the condition of the goods on loading, and if the Carrier has any reservations concerning the quality of the goods, their quantity or the manner in which they are packed, the Carrier is obliged to immediately write his reservations on all copies of the consignment note and to immediately inform the Ordering Party of this fact in a documentary form within the meaning of article 77[2] of the Civil Code.
4. If the vehicle waits for loading or unloading of the transported goods, the Carrier may obtain reimbursement of the cost of the stoppage according to the rules specified in the GTCs only on condition that he notifies the Ordering Party of the fact of the stoppage during such stoppage in a documentary form within the meaning of article 77[2] of the Civil Code and provides the Ordering Party with a stoppage card stamped by the consignor or recipient.
5. Reimbursement of stoppage costs is only possible upon proof of their payment by the Carrier. The maximum amount of costs for each day commenced may not exceed EUR 250. The Carrier is not entitled to reimbursement for the first twenty-four hours of stoppage or for stoppage on holidays or public holidays in the country where the stoppage takes place. The Carrier is not entitled to claim compensation (damages) for the stoppage.
6. At the Client's request, the Carrier is obliged to provide information on the stage of carriage (waiting for loading, loading, en route, waiting for unloading, unloading, carriage completed). The Ordering Party is also entitled to obtain information on the carriage from the Carrier's telemetric system, for example by providing a link with the position of the vehicle, particularly if there is a delay in loading or unloading. The Carrier must provide the requested information without delay, but no later than 30 minutes after the request, under penalty of EUR 100 fine.
7. The Carrier may have a stoppage of the truck and its load only at a car park with 24-hour surveillance and lighting, at a 24-hour petrol station, motel, hotel, restaurant, bar or customs office situated on the route of transport on international or national roads (marked with one, two or three digits) and provided that the driver does not leave the truck unattended for longer than 60 minutes.
8. The Carrier shall not load, unload or carry any other goods, including in the groupage system as loading, together with the goods carried on the basis of the Order without the consent of the Ordering Party, under penalty of charging the Carrier a contractual penalty of EUR 100. The Carrier shall also not perform the transshipment (reloading to another mode of transport) of the transported goods under penalty of a contractual penalty of EUR 150.
9. In case of any problems, obstacles or delays in the execution of an Order, the Carrier shall immediately inform the Ordering Party and follow the instructions given by him, under penalty of a contractual penalty of EUR 50. In the absence of instructions, the Carrier must make every effort to receive them.
10. The Carrier shall not leave the place of loading before loading the goods without the consent of the Ordering Party, under penalty of a contractual penalty of EUR 100.
11. The Carrier shall not leave the place of unloading before the goods have been unloaded without the consent of the Ordering Party, under penalty of a contractual penalty of EUR 100.
12. Any information received by the Carrier at the place of loading or unloading must be communicated immediately to the Ordering Party.
13. The delay in providing a vehicle for loading by the Carrier entitles the Ordering Party to impose a contractual penalty on the Carrier in the amount of EUR 100.
14. Termination of the transport agreement by the Carrier (cancellation of the Order) or failure to provide a vehicle for loading entitles the Ordering Party to impose a contractual penalty on the Carrier in the amount of EUR 150.

§ 4 Remuneration and payment

- 1. Payments shall be made based on VAT invoice by bank transfer in dates defined on routing order. Payment date shall be counted from the day of receiving correctly issued VAT invoice with: the freight amount in EUR and PLN, EUR and PLN accounts numbers, SWIFT code, bank name, order no. and required original shipping documents, such as CMR, delivery note, Liefershein, settled pallet receipt and other. Lack of documents and/or their inappropriate form shall result in lack of payment date. The payment deadline may be extended to the nearest Wednesday or Friday following the due date, in accordance with section 3 below. The payment date is the day the Ordering Party's account is debited.**
- 2. Freight shall be paid in EUR or PLN. At the same time, the invoice MUST include the net freight amount and the applicable VAT in EUR and PLN, otherwise it will be returned without being booked. Currency conversion is done according to the average NBP [National Bank of Poland] exchange rate published on the day preceding the unloading/sale.**
3. The Ordering Party makes bank transfers in EUR on Wednesdays and PLN transfers on Fridays, except for the last Friday of a month. Payment is made to the bank account number indicated on the invoice; in the event of a change in the account number, the Carrier is obliged to inform the Ordering Party of this fact.
4. The Carrier is obliged to send a scan or legible photocopy of waybill within 24 hours from unloading to the address: cmr@jitl.pl otherwise the Carrier shall be charged with contractual penalty of EUR 50.
5. Immediately, not later than within 10 days from transport, the Carrier shall be obliged to submit to the Ordering Party two original waybills stamped by the recipient, and – if necessary – proof of closing customs procedures. Failure to submit any of the above-named documents in the above-specified period shall result in charging the Carrier with contractual penalty of EUR 50.
6. In case the consignee of cargo lodges a complaint regarding its condition or delay in delivery, the Ordering Party may withhold the freight payment until the complaint is investigated. Carrier undertakes to co-operate with Ordering Party in order to clarify the matter efficiently.
7. Payment of contractual penalties provided for in the GTCs will be made on the basis of a debit note issued by the Ordering Party, payable within 3 days of its issuance. The Ordering Party will be entitled to deduct the contractual penalties from the freight, to which the Carrier agrees.
8. All information concerning payment may be obtained by contacting the Ordering Party at: platosci@jitl.pl or payments@jitl.pl

§ 5 Exchange of pallets

1. The Carrier's signing pallet receipt constitutes a declaration that he has received pallets in the number and type defined in the mentioned document and that he does not report any objections to their quality. Any objections should be included on pallet receipt. Possible differences in quality and numbers of pallets resulting from above provisions may constitute a basis for the Ordering Party's making claims.
2. Failure to return or exchange pallets by the Contractor will result in the Contractor being charged with a contractual penalty of 20.00 EUR per pallet. Failure to document the return or exchange of pallets will be treated the same as not returning or exchanging the pallets.
3. Failure to obtain the DPL pallet receipt in a situation where such obligation arises from the Order will result in the imposition of a contractual penalty on the Carrier in the amount of EUR 20.00 for each pallet that was supposed to be covered by the DPL pallet receipt.

§ 6 Business secrecy and neutrality

1. Business secrecy shall mean technical, technological and organisational information or other information of economic value which, either as a whole or in a particular aggregation and grouping of its elements, is not generally known to persons normally dealing with that type of information or is not easily accessible to such persons, provided that the person entitled to use or dispose of the information has taken steps with due diligence to maintain its confidentiality.

2. The Parties undertake to disclose to each other only such information covered by Business Secrecy as is necessary for the performance of the contract.
3. The Parties undertake to maintain the secrecy of information covered by the Business Secrecy which has been entrusted to them by the other Party or obtained in connection with the performance of the contract, to process the information provided exclusively for the purpose for which it has been entrusted to them, to protect it against unauthorised access or loss and not to communicate or disclose such information to any third party without the express prior consent of the other Party, expressed in writing.
4. Each Party shall be exempt from the obligation to keep information covered by the obligation of business secrecy confidential in the event that the obligation to disclose such information results from mandatory provisions of law.
5. The Parties shall be liable for infringement of the obligation to keep Company Secrecy under the principles set forth in the provisions of the Act of 16 April 1993 on combating unfair competition (Dz.U.2020.1913 consolidated text of 2020.10.30 as amended).
6. The Carrier undertakes to refrain from making and accepting offers from the shipper, consignee, exporter or importer and undertakes not to provide forwarding or transport services for the benefit of the above mentioned entities during the carriage and for 6 months after its performance under pain of charging the Carrier with a contractual penalty equal to two times the freight defined in the Order for each infringement of the above obligation of neutrality.
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§ 7 Final provisions

1. These GTCs shall enter into force on the date of their adoption and shall remain in force indefinitely.
2. The Carrier is not entitled to use subcontractors for the execution of the Order, nor is he entitled to any transfer of rights and obligations from contracts to which these GTCs apply, without the prior consent of the Ordering Party.
3. The competent court for disputes arising from contracts to which these GTCs apply shall be the court with jurisdiction over the registered office of the Ordering Party. The contracts to which these General Terms and Conditions apply are governed by Polish law.
4. The Ordering Party may claim from the carrier compensation exceeding the amount of each of the contractual penalties stipulated in these GTCs (the Ordering Party may, in addition to the contractual penalty, claim additional compensation up to the amount of the proven damage).
5. The Contractor shall be entitled to damages for readiness for implementation of the order of up to EUR 100.00 in the case of international transport and up to PLN 100.00 in the case of national transport and/or road coasting if a vehicle arrives when there are no goods in the loading place, provided that the incurred damage is documented. In such a case, the Contractor shall issue a debit note but the conditions of ordering payment for the invoice shall be applied respectively in such a case. The basis for issuing debit note referred to in this section is a document confirmed by the loader that states that there are no goods covered by that order. At least loader's stamp shall be constituted as confirmation.
6. Services rendered by Just In Time Logistics Sp. z o.o. cover processing personal data of persons whose data relate to the Counterparty. In relation to such data, Just In Time Logistics Sp. z o.o. shall be the processing entity whereas the Counterparty shall be the Controller.

Jarosław Nowak - President of the Management Board

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