

Customer:	Carrier:
<b>Ligentia Road sp. z o.o.</b> al. Zwycięstwa 237 / 7 PL81-521 Gdynia VAT ID: 5862253658 Tel.: +48 58 735 95 00	<b>Fürst Transporte GmbH</b> Kurze Straße 2 DE 31832 Springe VAT ID: 310961055

**Loading/unloading places and goods specification:**

**1. LOADING:**

Date: 04-03-2024 08:00 - 21:30

Address: IKANO Industry Sp. z o.o.  
ul. Magazynowa 4  
PL 64-610 Rogozno

Quantity: 66,00 PALETA  
Dimensions: xx m  
Weight: 15 000,00 KG  
Volume: m3

Other remarks: nr. załadunku: 241700186

wysokość towaru: 250 cm

**2. UNLOADING:**

Date: 05-03-2024 06:00 - 16:00

Address: PS Produktion-Service GmbH  
Rehwinkel 2-6  
DE 32457 Porta Westfalica

Quantity: -66,00 PALETA  
Dimensions: xx m  
Weight: -15 000,00 KG  
Volume: m3

Other remarks: nr. rozładunku.: 240808IK-PS0

**Cargo description:**

Description:

Weight: 15 000,00 KC Volume 66,00 Package: PALETA

**Vehicle details:**

Truck: WPR 7211A / WPR 7659N

Driver:

**Additional instructions:**

**IMPORTANT! INFORMATION ABOUT DOCUMENTS!**

**Carrier is obliged to send within 48 hours after unloading scans of transport documents confirmed by the recipient to the following e-mail address: pl.road.doc@ligentia.global**  
**If scans are not delivered to VGL Road on time, VGL Road shall have the right to charge the Carrier with a contractual penalty of EUR 25 (twenty five EUR 00/100)**

**In case it's not possible to exchange empty pallets at the consignee, we urgently need a "non-exchange-receipt" with the consignee's signature. Only after receipt of this document together with the PODs, your packaging account can be credited. Important Note: Even if an exchange of pallets is not agreed in the transport order, all movements of pallets have to be verified by signed documents, at collection as well as at delivery.**

**Payment terms:****Freight rate: 680,00 EUR (ALL IN)**

Payment date: 60 days from receipt of correctly issued invoice with a set of transport documents confirmed by the consignee.

Discount: For more details, please check the „General terms and conditions” section.

Method of payment: PRZELEW

Please issue an invoice in the currency: **EUR**.

Invoicing and corresponding address: Ligentia Road sp. z o.o., Al. Zwycięstwa 237/7, 81-521 Gdynia, PL

**Required documents:****General terms and conditions:**

GENERAL TERMS AND CONDITIONS FOR TRANSPORT ORDERS valid from 08.01.2021

**§1. GENERAL PROVISIONS**

1. The Parties conclude a goods transportation agreement - an agreement regarding transport services, hereinafter referred to as the "Agreement," by means of the Carrier accepting the relevant transport Order, hereinafter referred to as the "Order," said Order constituting an integral part of the Agreement or the Carrier's commencement of the transportation in accordance with the Order. An Order may only be accepted without reservations. The Parties hereby exclude conditional Order acceptance.
2. The Carrier represents that it has appropriate means of transport which are suitable for rendering services under the Agreement. The Carrier shall hold the necessary licences and permits allowing them to carry out transportation. If dangerous cargo is to be transported, the Carrier represents that they shall be properly authorised to carry out such transportation and that the means of transport they intend to use for carrying out such transportation shall be equipped in line with the relevant legal requirements.
3. The Carrier shall hold a carrier civil liability insurance policy (CCL) with a limit of liability per event amounting to no less than the equivalent of EUR 250,000.00 (two hundred and fifty thousand EUR 00/100) converted using the average rate of exchange of the National Bank of Poland as of the day when the relevant Order was received. Such a policy shall contain clauses providing for at least the following coverage: theft, robbery, and damage to goods, as well as stopovers outside of guarded parking lots.
4. LIGENTIA Road may modify Order terms and conditions at any time. Such changes shall be communicated to the Carrier using any available means of communication.
5. LIGENTIA Road shall have the right to withdraw from the Agreement for convenience and at no cost to it at least 1 hour before scheduled loading or at any time at the fault of the Carrier if the latter refuses to carry out an order according to previously agreed-upon terms and conditions or if it follows from known facts that the Carrier is not going to be able to arrive for loading on time. Agreement withdrawal option provided for in this point shall have to be effected in the document form.

**§2. TRANSPORTATION**

1. In the event of a delay in providing the vehicle at the loading site, LIGENTIA Road has the right to impose on the Carrier a contractual penalty of EUR 100. In the event that the vehicle is not presented at the loading site, LIGENTIA Road has the right to impose on the Carrier a contractual penalty in the amount of the freight due to the Carrier for the given order. The failure to present the vehicle is considered as failure to pick up the load within 1 hour from the planned loading time. In the event of a delay in bringing the vehicle to the place of unloading, LIGENTIA Road reserves the right to charge the Carrier a contractual penalty in the amount of twice the freight due to the Carrier for a given order for domestic transports and three times the freight for international and cabotage shipments.
2. The obligation to carry out transportation under the Agreement and the Order shall also include any and all other steps required to achieve the purpose of the given Order, i.e. delivering the relevant goods in a non-deteriorated condition in line with the deadline and venue indicated in the Order, in particular: 1) promptly delivering a vehicle to a venue indicated by LIGENTIA Road; 2) supervision over and, to the extent necessary, participation in loading and unloading activities; 3) supervising protective measures applied to cargo by entities tasked with loading it and protecting the cargo itself; 4) handling repairs in transit; 5) procuring a confirmation of cargo receipt and a confirmation of any stoppage during loading activities from the recipient; 6) handling transportation-related documents and documents related to objects entrusted to the Carrier; 7) insuring the vehicle and the cargo; 8) delivering non-damaged cargo within a time limit indicated by LIGENTIA Road to a designated venue (recipient); 9) keeping all information concerning the sender, the recipient, and the shipment strictly confidential; 10) immediately contacting LIGENTIA Road in case of possible stoppage related to loading activities; 11) immediately notifying LIGENTIA Road in writing and by phone of any damage to cargo in transit or of any other issues related to carrying out transportation; 12) cleaning of the silo / tanker by a licensed cleaning plant immediately before loading in the case of transport by such means of transport and obtaining a relevant certification confirming this fact and making sure by the vehicle driver that the silo / tanker and associated hoses and pipes of the vehicle have been cleaned.
3. In the event of damage or loss of cargo, vehicle failure, damage or loss of the entrusted documents, as well as any inconsistencies in loading and / or unloading (in particular in terms of a difference in the weight / volume / dimensions of the cargo, delivery of goods other than the indicated ones, other requirements regarding transport, overloading the vehicle, improper arrangement of goods inside the vehicle, defective packaging, changes in the time of loading and / or unloading) the Carrier is obliged to immediately notify LIGENTIA Road about the occurrence of such fact, no later than within one hour from the moment of noticing the fact. Violation of this provision may result in LIGENTIA Road terminating the Agreement with immediate effect and / or charging the Carrier with all costs resulting from the consequences of such omission, as well as resulting from the effects of delay in delivering the shipment. The Carrier is also obliged to inform LIGENTIA Road about the loss or damage of documents or cargo each time in writing, providing detailed justification and evidence known to him at the time of such event. Correspondence should be sent to the freight forwarder carrying out the order and to the e-mail address [claims@vgl-group.com](mailto:claims@vgl-group.com). At the request of LIGENTIA Road, the Carrier is obliged to supplement the evidence.
4. The Carrier and parties for whom the Carrier is liable shall be strictly forbidden to effect trans-shipment, to assign the Order to a third party, and to disclose information and documents concerning the relations of the parties to the agreement to third parties without the prior written consent of LIGENTIA Road. If the foregoing prohibition is breached, LIGENTIA Road shall have the right to charge a contractual penalty of EUR 5,000.00 (five thousand EUR 00/100).
5. The agreed-upon rate includes possible costs of layover at the loader's and recipient's for layover of no more than 24 hours (or 48 hours for countries of the Commonwealth of Independent States), as well as layover on Saturdays, Sundays, and holidays established in a given country and any stoppage related to customs clearance. Layover shall have to be confirmed in writing by the sender or the recipient.
6. Parking a vehicle with a load which value exceeds the weight limit, assuming that 1 kg of the load is worth EUR 11, must only take place in guarded car parks. In other cases, the Carrier is obligated to keep the form of transport with the goods only in car parkings in accordance with the requirements provided to the Carrier by LIGENTIA Road, and if such requirements have not been provided, the stopping place should at least comply with the requirements of the insurer issuing the policy OC for the Carrier and must be each time in safe places, i.e. beside high-risk areas, such as: forest, undeveloped, insufficiently illuminated areas.
7. If the Carrier makes available a vehicle for performing an order and it is not possible to perform that order due to it being impossible to load the goods using a technique expected by the loader, the Carrier shall be entitled to compensation for costs incurred in connection with this up to EUR 50.00 (fifty EUR 00/100) for international transportation or up to PLN 100.00 (one hundred PLN 00/100) for domestic transportation.
8. The Parties agree that if the Carrier illegally appropriates transported goods, LIGENTIA ROAD shall have the right to charge the Carrier with a contractual penalty of PLN 200,000 (two hundred thousand PLN) plus the value of such goods (as per the relevant invoice). The Parties agree that illegal appropriation shall be deemed to have taken place if goods are not delivered within 3 calendar days following the agreed-upon unloading date.
9. The Carrier shall exchange returnable pallets at the venue of loading/unloading at a ratio of 1:1 and to present a confirmation of such an exchange. If no such exchange has taken place, a document confirming this is to be presented. If such documents are not presented, a contractual penalty of EUR 20 per every pallet not accounted for shall be charged (PLN 80 for domestic transportation). If LIGENTIA Road incurs higher costs than the stipulated contractual penalty, LIGENTIA Road will seek compensation for the damage on general principles.
10. If layover exceeds the period of time provided for in point 5 of this article (which is included in freight), the Carrier shall be entitled to charge a contractual penalty of EUR 100 per every started 24 hours of delay for international transportation and PLN 200 for domestic transportation. The foregoing contractual penalty shall be paid if the relevant layover is documented with a layover sheet signed by the loader/unloader.

**§3. CARRIER'S LIABILITY**

1. As of confirming the receipt of objects and until unloading is completed, the Carrier shall bear the risk of such objects being damaged, their condition deteriorating, or them being partially or completely lost. Said risk shall also include damage due to incorrect cargo distribution or exceeding permitted axle load - even when the total weight of the entire cargo does not exceed the vehicle's permitted loadbearing capacity and is consistent with the weight indicated in the relevant commercial invoice or bill of lading.
2. If the Carrier fails to deliver to LIGENTIA Road transport documentation (bill of lading, CMR, copy of the invoice pertaining to cargo) with the relevant stamp (or, in the absence of a stamp, with the relevant ID card number) and the full name of the recipient and their legible signature, unloading date, and customs documentation immediately after the date and time when the order placed with the Carrier was to have been performed, LIGENTIA Road may, at its own discretion, exercise one or more of the following rights of LIGENTIA: 1) conclude that the Carrier has failed to perform the Agreement; or 2) conclude that goods have been lost at the fault of the Carrier; or 3) suspend payment of the Carrier's remuneration until such doubt as there is has been dispelled; or 4) terminate the Agreement forthwith without notice.
3. If a complaint is made, freight charges and other liabilities shall be suspended until such a complaint has been handled, but no longer than 12 months from the date of receipt of the invoice along with a complete set of documents.
4. If a complaint is made, the Carrier shall notify its insuring institution of this and submit to LIGENTIA Road the relevant case number together with a power of attorney authorising it to obtain all information pertaining to a given situation from the Carrier's insuring institution.

#### **§4. CARRIER'S REMUNERATION**

1. The freight charge agreed-upon shall include all charges connected with order performance and it was calculated without taking the goods and services tax into account - which shall be added in line with the relevant tax regulations in force. LIGENTIA Road reserves a right of subtraction with regard to any and all additional costs connected with an order which emerge during transportation and to set those off against amounts due to the Carrier. Additional charges not provided for in the Order shall be borne by the Carrier.
2. Services rendered by the Carrier shall be settled on the basis of valid invoice referencing the Order and delivered to LIGENTIA Road within 7 days from the completion of transportation together with original documents confirming Order's completion.
3. If a complete and original copies of documents regarding the relevant LIGENTIA Road Order are not delivered to LIGENTIA Road on time, LIGENTIA Road shall have the right to charge the Carrier with a contractual penalty of EUR 15 (fifteen EUR 00/100) per every started day of such a delay and said penalty shall not amount to more than EUR 500.000 (five hundred EUR 00/100), as well as the right to change term of payment to 90 days. A printout from the thermograph shall be required for transports requiring a controlled temperature.
4. If the Carrier issues an invoice in breach of the provisions of the Agreement, in particular in breach of the provisions of this article, LIGENTIA Road has the right to withhold payments until the Carrier remedies the failure. This period will not be considered as LIGENTIA Road's late payment. The payment term commences on the day of receipt by LIGENTIA Road of complete documentation required under this Agreement.
5. LIGENTIA Road reserves the right to obtain from the Carrier a declaration confirming that the only payer as far as the relevant service is concerned shall be LIGENTIA Road and, consequently, that the client will not be required to make any payments at a later date. If such a declaration is not presented, payments shall be suspended until it is presented.
6. Pursuant to articles 509 and 514 of the Civil Code amounts due to the Carrier from LIGENTIA Road may not be assigned without the prior written consent of LIGENTIA Road.
7. Any and all amounts due to the Carrier as part of contractual penalties or compensation for incurred costs in line with these terms and conditions are to be communicated to LIGENTIA Road in the form of a debit note referencing the number of the Order to which they pertain together with a confirmation of such costs by the person commissioning transportation in a document form. Documents indicated in this point shall be delivered to LIGENTIA Road within 14 days from the completion of transport or, in the event of order cancellation, within 14 days from such cancellation. Failure to comply with the foregoing deadlines shall constitute waiver of claims.

#### **§5. FINAL PROVISIONS**

1. The Carrier undertakes that they shall not, for a period of 24 months from the day of Order placement by a certain Employer, render transport (forwarding) services or other similar services to that Employer unless this is approved by LIGENTIA Road in writing in advance or unless LIGENTIA Road places further Orders to be performed for that Employer with the Carrier. Said period of 24 months shall commence as of the day of the last Order performed for a given Employer. The term "Employer" shall mean a client of LIGENTIA Road as well as any sender, loader, and recipient indicated in the bill of lading. If the provisions of the non-competition clause indicated in this article are breached, the Carrier shall pay LIGENTIA Road a contractual penalty of PLN 50,000.00 (fifty thousand PLN 00/100).
2. The Carrier undertakes not to disclose to third parties (including debt collectors) information regarding financial settlements and other financial information pertaining to the Carrier and LIGENTIA Road. Submitting such liabilities for sale to a debt exchange shall be considered their disclosure. The Carrier shall pay a contractual penalty of EUR 5,000.00 (five thousand EUR 00/100) for infringing the present prohibition.
3. The Carrier shall indemnify LIGENTIA Road and hold LIGENTIA Road harmless at its first request against any and all claims, penalties, or fines requested by third parties, including public authorities, resulting from a failure to comply with the BT-DS 18/1558 Act (hereinafter also referred to as "MiLoG") on the part of the Carrier or its subcontractors. The foregoing obligation of the Carrier shall apply to, in particular, claims levelled against LIGENTIA ROAD and penalties or fines imposed on it pursuant to a provision of the BT-DS 18/1558 Act in conjunction with Article 14 of the AEntG Act, as well as overdue social insurance contributions and the resulting fines and legal costs related to proceedings initiated in connection with proceedings related to the imposition of aforementioned fines or penalties. At the same time, the Carrier confirms that LIGENTIA Road shall have the right to set off against amounts due to the Carrier any claims, penalties, or fines imposed on LIGENTIA Road due to an infringement by the Carrier of the provisions of the Bt-Ds 18/1558 Act or the AEntG Act, regardless of whether or not the relevant complaint procedure has been applied.
4. The Carrier represents that if transportation is carried out in Germany and /or in France, the Carrier undertakes to deliver within two years from the completion of this order to LIGENTIA Road, at LIGENTIA Road's first request (in writing, by fax, or by e-mail) and within 7 days of such a request, documents confirming that the Contractor, while performing this order, acted in compliance with (1) the German minimum wages act (Mindestlohngesetz, hereinafter referred to as MiLoG), particularly as regards their obligation to pay at least minimum wages to their employees (§ 20 in conjunction with § 1 and § 2 of MiLoG), registration of employee working time (§ 17 of MiLoG), and notifying the relevant German Customs Office of their work commencement (§ 16 of MiLoG), as well as (2) the French minimum wages act (Loi Macron), particularly as regards employee registration, bookkeeping in French, detailed records of working time, confirmation of remuneration disbursement, appointment of a representative in France for handling inspection-related matters, keeping the required documents in the relevant vehicle for road checks, i.e. contract of employment, confirmation of registration, and confirmation of receiving at least minimum wages required under the above-indicated laws, all translated to French. If the foregoing obligations are infringed, the Carrier shall pay LIGENTIA Road at their request a contractual penalty of EUR 5,000.00 (five thousand EUR 00/100) under a debit note with a payment term of fourteen days and LIGENTIA Road shall have the right, regardless of the relevant contractual penalty indicated, to request that the Carrier provide LIGENTIA Road with compensation exceeding that contractual penalty under general rules. The Carrier shall guarantee to abide by the above-indicated regulations and confirms that it shall be fully liable for damages to LIGENTIA Road if these are infringed either by the Carrier itself or by any of its subcontractors.
5. By means of accepting this Order, the Carrier entrusts to LIGENTIA Road the processing of personal data to the extent necessary for performing the Order, i.e. the Carrier's own data, as well as data of all people taking steps related to performing this Order on behalf of the Carrier, particularly their full name, phone number, contact details, and data regarding their vehicle. The Carrier represents that it holds the relevant permits making such entrusting of personal data for processing possible and that the types of data to be processed do not include special data categories and personal data regarding convictions and infractions as defined in the Regulation of the European Parliament and of the Council (EU) 2016/679 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 ("GDPR") and the Personal Data Protection Act. As part of the Order, LIGENTIA Road shall have the right to collect, record, organise, store, browse, disclose by means of sending, delete, and destroy personal data entrusted to it to the extent necessary for performing the Order. As far as the right and responsibilities of Parties and rules regarding their liability in relation to personal data entrusted to them for processing, the provisions of GDPR shall apply, as well as the provisions of the Personal Data Protection Act and other Polish regulations pertaining to personal data protection. The Carrier represents that it is familiar with the contents of said legal acts and undertakes to abide by them. Pursuant to regulations in force (including GDPR), LIGENTIA Road may transfer personal data entrusted to it by the Carrier to its affiliates, recipients, as well as, senders and other entities collaborating with LIGENTIA Road or rendering services to LIGENTIA Road, such services being necessary for performing the Order (e.g. maintenance of IT systems, GPS monitoring, transport exchanges, legal service, and accounting-bookkeeping service). If this is the case, LIGENTIA Road shall require such entities collaborating with it to ensure that information is kept confidential and safe and used only for rendering services related to those provided by LIGENTIA Road. Personal data entrusted by the Carrier and processed as part of and for purposes related to the Order shall be processed in line with the relevant laws, i.e. Article 6(1)(b) and (c) of GDPR, and shall not require procuring the Carrier's consent.
6. Charging any of the contractual penalties pursuant to these GTCT does not limit LIGENTIA Road's right to claim compensation under generally applicable provisions of law if the particular penalty did not cover the actual damage suffered by LIGENTIA Road.
7. The provisions of the Agreement shall be severable and if any portion of the Agreement is declared invalid or unenforceable, this shall have no impact whatsoever on the validity and enforceability of its remainder. For the avoidance of doubt: the Parties to the Agreement hereby decide, in line with Article 58§3 of the Civil Code, that if any portion of the Agreement should prove invalid or otherwise legally defective, the remainder of the Agreement shall remain in full force and effect and the Parties shall replace defective provisions with ones consistent with the law and original intentions of the Parties expressed in such defective provisions. The Parties shall negotiate the new wording of such defective provisions within seven days from the relevant request being made by either of the Parties.
8. The Parties agree that any and all disputes connected with the Agreement shall be resolved by a court of general jurisdiction relevant to the seat of LIGENTIA Road.

9. This Agreement shall be governed by Polish law and shall be interpreted in line with it. The provisions of Transport Law, Convention on the Contract for the International Carriage of Goods by Road (CMR), and the Civil Code shall apply to matters not provided for herein. If there are any discrepancies, the provisions of the Agreement shall prevail.

10. The Agreement and the Order shall constitute the entire agreement between the Parties as regards the object of the Agreement and shall replace any and all prior arrangements made by the Parties.