

**TRANSPORT ORDER number ZL/348/04/2024**

CUSTOMER	CARRIER
DSB LOGISTICS SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ ul. MIKOŁOWSKA 29 41-400 MYSŁOWICE VAT UE: 2220919315	Fürst Transporte GmbH  ul. Kurze Straße 2 31832 Springe VAT UE: 310961055

**ROUTE AND LOADS**Type: **Loading place**

Date and hour: 16-04-2024 06:00 - 15:00

Address: HEYCO-WERK Heynen GmbH & Co. KG  
Ernst-Heynen-Str. 1  
DE 94104 Tittling

Goods: Automotive

Pallet exchange: NO

Quantity: 1,00 FTL

Weight: 10,00 t

Loading/unloading ref.: 16124057, 16124101, 16124110, 16124124

Type: **Unloading place**

Date and hour: 17-04-2024 16:30

Address: Schnellecke Logistics Verpackung GmbH  
Gottlieb-Daimler-Str. 11  
DE 29614 Soltau

Goods: Automotive

Pallet exchange: NO

Quantity: 1,00 FTL

Weight: 10,00 t

Loading/unloading ref.:

**TRUCK INFORMATION**

/ MEGA Trailer 3m height 13,6ldm!

**ADDITIONAL INSTRUCTIONS****PAYMENT**Price: **1030,00 EUR**

Terms of payment: 45 days after receiving original POD's and invoice

**OTHER INSTRUCTIONS****Take advantage of fast payment and get your invoice paid immediately.****Details at <https://dsb-logistics.pl/skonto>**

Form of payment: BY TRANSFER within: calculated from the date of receipt of a correctly issued invoice and delivery of the CMR in original by post.

Additional remarks: The agreed freight is payable against a VAT invoice issued in EURO at the rate agreed in the order. The VAT invoice should include the amounts in EURO as well as the conversion into PLN for VAT purposes. For conversion, the average exchange rate for the foreign currency in question announced by the NBP on the last working day preceding the day of unloading will have to be used.

**Agreements:**

1. All written declarations of the Carrier, made within the framework of or in connection with an order, will be considered effectively made if they are delivered to the address of the Ordering Party - Mikołowska 29 Street,

2. The carrier accepts the terms of the order for execution without reservation and accepts all its conditions. The conditions stated in the order are final. A conditional confirmation of acceptance of an order sent by the Carrier does not change the original terms of that order. An offer can only be accepted without reservations. The conditions presented for the execution of the order are final and any deviations or changes to the conditions of the order require effective written confirmation by the Principal.
3. From the moment the order is accepted, customer protection applies. Please address all matters relating to the order exclusively to the Principal.
4. The haulier declares that the transport will be carried out with a vehicle that has the appropriate licence to carry out road transport, as well as any required permits.
5. The carrier is responsible for the completeness of the documents necessary for the execution of the order according to the terms and conditions described herein and the applicable legislation (including, but not limited to, WZ or CMR transport documents or other commissioned documents), in particular the documents confirming the handing over of the pallets. Any deficiencies in the documents must be reported before departure from the shipper. The driver is obliged to participate in loading and unloading. The Carrier undertakes to provide the Principal with uninterrupted, direct telephone contact with the Drivers and the possibility of giving them instructions regarding the carriage. To this end, the Carrier shall, in particular, equip the Drivers with mobile phones, provide the Principal with their mobile phone numbers, and give the Drivers business orders obliging them to answer incoming telephone calls from the Principal and its employees.
6. Payment is based on a two-currency VAT invoice with attached documents: CMR or WZ or other commissioned in two copies original +2 copies, the payment term counts from the receipt of the set of correct documents by the Principal.
7. The Carrier shall be responsible for the proper stowage of the load on the semi-trailer and for securing the goods on the semi-trailer in such a way that they are not damaged or destroyed during transport, including any consequences that may arise from improper stowage of the load. The parties agree that the Carrier is not entitled to load the semi-trailer with goods other than those ordered to be transported under these terms and conditions of the order, nor to reload the goods unless this is included in the order. When accepting the goods, the driver is obliged to check that the type, quantity and weight and the method of packing/loading the goods is in accordance with our recommendation. In the event of any discrepancies, the driver must inform us before leaving the loading location.
8. Free of parking fees: 24 h under loading and 48 h under unloading (Saturdays, Sundays and public holidays in the country of loading or unloading respectively are not included in the waiting period), Customs and clearance.
9. Paid cargo insurance is required for the order.
10. The semi-trailer of the vehicle must be equipped with load securing measures (minimum 18 transport belts with buckles, corners, anti-slip mats, chains, etc.) appropriate to the goods transported. The haulier is obliged to wear protective clothing (protective footwear, reflective waistcoat, safety goggles and helmet, working gloves) when loading. The vehicle and semi-trailer carrying out the order must be in good technical and visual condition.
11. At the moment of loading, the Carrier assumes the risk of accidental loss or damage or destruction of the cargo. The cost of insuring the cargo carried by the Carrier is borne by the Carrier. In the event of damage to the goods, a note must be made in the CMR and the Customer must be informed before departure from the place of loading and unloading. Failure to annotate will result in the cost of the damaged goods being borne by the Carrier. The Carrier shall be fully liable for damage caused to the Ordering Party and third parties as a result of non-performance or improper performance of his obligations under this order, including, in particular, the Carrier's failure to perform the carriage commissioned to him or to perform carriage with delay.
12. In the event of any difficulty or impediment to the execution of this order, the Carrier shall immediately notify the Principal.

13. If the goods are not ready for loading, the Carrier may withdraw the vehicle only by written decision of the Principal.
14. Failure to provide a vehicle for loading obliges the Carrier to provide a substitute vehicle at the place and time stated in the order. The Customer has the right to charge a contractual penalty in case the Carrier fails to pick up the load, in the amount of the freight of the order in question.
15. If any charges not included in this order are to be paid, the Carrier must obtain the agreement of the Principal.
16. The client has the right to cancel the order without any financial consequences up to 2 hours before the scheduled loading.
17. In case of Carrier's failure to undertake carriage commissioned to him by the Principal, the Carrier will be obliged to pay to the Principal a contractual penalty in the maximum amount of freight. If the damage suffered by the Ordering Party is greater than the amount of the contractual penalty, the Ordering Party will be able to claim compensation from the Carrier in the full amount on the general principles set out in the Civil Code.
18. If a precise time for loading or unloading has been stipulated and the Carrier's vehicle is not at the stipulated time, the Customer is entitled to charge the Carrier a contractual penalty of €100 for each hour of delay, up to a maximum of the freight amount, until the Carrier arrives at the agreed place of loading or unloading or a replacement vehicle is provided.
19. We reserve the right to return the Carrier's vehicle from the place of loading without payment for the journey if the shipper ascertains that the vehicle supplied does not meet the requirements specified in the order and is not suitable for the transport of the goods or if the goods are not ready or cancelled. If the truck is sent back the losses will be charged to the Carrier.
20. All consequences connected with the failure to fulfil the terms of this order are borne by the Carrier. In case the Customer charges the Ordering Party with a contractual penalty, the Carrier is obliged to pay this penalty in the amount requested by the Customer, and in case of incurring a damage exceeding the amount of the aforementioned penalty - to compensate for the full amount. Until the amount of the damage is determined, the Customer has the right to withhold payment for the services.
21. The Ordering Party shall pay to the Carrier the receivables resulting from the issued VAT invoice within the aforementioned period from the date of delivery of the VAT invoice and the required ALL ORIGINAL transport documents (WZ or CMR) and the document confirming the settlement of the Ordering Party's pallets. A legible stamp with signature or the full name and identity card number of the person confirming receipt of the goods is required on the document confirming receipt.
22. Freight will be payable to the Carrier's bank account shown on the VAT invoice. The date of payment will be the date on which the account of the Principal is debited. The Parties declare that they are VAT payers. The Parties indicate that they authorise each other to issue VAT invoices without the signature of the other party. The Carrier is obliged to issue an invoice in the month of service provision.
23. If the pallets are not returned within a maximum of 30 days, the Client shall be entitled to charge the carrier a contractual penalty of €20 per pallet unit not returned.
24. In the event of a complaint to the Principal regarding the service provided or damage to the goods in transit, payment for the execution of the order will be made after clarification of the disputed matters.
25. The load being transported must be under constant supervision and stops are only permitted in guarded truck parks.
26. The passing of an order to a further subcontractor is absolutely forbidden without the consent of the Principal. If the Contractor transfers the order to a further subcontractor, the Principal has the right to charge the Carrier a contractual penalty of 100% of the remuneration resulting from the transport order.
27. The Carrier undertakes to carry out the carriage ordered by the Principal within the time limit specified by the Principal.
28. The haulier has 21 days from the day of carriage to deliver to the Principal a set of original WZ or CMR transport documents and a document confirming the handing over of the pallets or other ordered in two

copies (original + copy), which should be sent by him by registered priority mail. We reserve the right to charge a contractual penalty for late delivery of documents: over 21 days - €50, over 30 days - €100.

29. The carrier declares that it takes responsibility for its subordinate employees, co-workers and drivers for the performance of the indicated duty.

30. If the invoice does not comply with the terms of the order or the order number is missing from the invoice, the invoice will be sent back to correct the errors.

31. The parties agree that if any provision of these terms of order should now or in the future be ineffective or invalid, it is understood that the effectiveness of the remaining provisions shall not be affected. The parties will then be obliged to insert in place of the ineffective or invalid provision a regulation which is legally permissible and which comes closest to the economic purpose of the original provision.

27. In matters not regulated by these terms of order, the provisions of the Civil Code and the Transport Law shall apply.

28. The Carrier undertakes not to enter into direct or indirect business contacts with our contractors within two years of the execution of this order under penalty of a contractual penalty of €100,000 to the Principal.

29. The Contractor declares that, in the case of transit through Germany or in the case of delivery of cargo within Germany, it carries out carriage in accordance with the MiLoG and complies with all its regulations.

30. The Contractor declares that, in the case of transit through France or in the case of delivery of cargo to France, it is carrying out carriage in accordance with the Loi Macron and complies with all its regulations.

31. Whenever transport is carried out with a refrigerated semi-trailer, a thermograph printout of the route is a condition for payment.

32. Disputes arising from the execution of this order shall be adjudicated by the District Court Katowice-East in Katowice or by another court with jurisdiction over the Principal.

33. The RODO clause available at: <https://dsb-logistics.pl/rodo>

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