

		Zielona Góra, 26.06.2024	
Recipient		Seller	
Fürst Transporte GmbH		DROADER Usługi Transportowe Maksymilian Wieczorek	
Kurze Straße 2 , DE31832 Springe, DE		Morelowa 59/14, PL65434 Zielona Góra	
VAT ID:	DE310961055	VAT ID:	9291794907
VAT Eu:	DE310961055	VAT Eu:	PL9291794907
Damian Snoch (+49 173 1597130)		Gabriel Kaczmarek	
Phone:	+49 173 1597130	Phone:	
Mobile:	+48 602 457 192	Mobile:	0048-537-947-941
Fax:		Fax:	
E-mail:	d.snoch@fuersttransporte.com	E-mail:	g.kaczmarek@droader.com

Carrier order number: ZS-10792-06-2024-DGL

[Click here to attach documents to the order](#)

route details (loadings, unloadings):

Loading 1	26.06.2024 (-)
Hellmann Worldwide Logistics Germany GmbH & Co. KG	
Nürnberg Str. 4, DE86156 Augsburg, DE	
Referral number:	
Load: general cargo (Exchange - Colli: No)	
Amount: 59 x Colli	13,6 [LDM], 18 513,0 [kg] ADR: No
Remarks:	

Unloading 1	27.06.2024 (09:30 - 10:00)
MAN TRUCK & BUS SE	
HEINRICH-BÜSSING-STR. 1, DE38239 Salzgitter, DE	
Referral number:	
Load: general cargo (Exchange - Colli: No)	
Amount: 59 x Colli	13,6 [LDM], 18 513,0 [kg] ADR: No
Remarks: TIME INTERVAL DURING WHICH THE DRIVER CHECKS IN AT THE PLACE OF UNLOADING	
NO EARLIER - NO LATER	

Vehicle: ACPP5001
Semitrailer: HPP2255
Type: Firanka

Payment term: 56 days of documents and invoice reception **Freight (net price):** 770.00 EUR

ONLY TAUTLINER 13.6 - CANNOT BE JUMBO SET !!!

THE DRIVER MUST OBEY ALL INSTRUCTIONS OF THE SHIPPER/UNLOADER

IF THEY ORDER A PAUSE WHILE WAITING FOR LOADING, THE DRIVER HAS NO RIGHT TO REFUSE - SOMETIMES IT HAPPENS THAT IT IS NECESSARY TO WAIT FOR THE GOODS FOR A WHILE, BUT THE TRUCK WILL NOT LEAVE THE LOADING PLACE LATER THAN STATED IN THE ORDER

BEFORE LEAVING THE LOADING, THE DRIVER MUST COMPARE THE CONDITION AND QUANTITIES ON THE TRAILER WITH THE DOCUMENTS

REPORT AT UNLOADING WITHIN THE STIPULATED INTERVAL - INFORMATION ABOUT THE DELAY MUST BE GIVEN THE DAY BEFORE BY 16:00 AT THE LATEST

The date of payment is calculated from the date of receipt of a properly issued invoice with original documents IN PAPER FORM confirming the transportation. Scans of the documents and the invoice should be added to the carrier portal within 5 days after unloading. Please find the link above, just below the order number. Please note, we only accept high quality scans in PDF format. The documents must be added in two separate files, in the appropriate place on the carrier's portal. The invoice must include the order number. Failure to enclose the complete set of documents within 5 days after unloading will result in a EUR 25 note.

NOTE! We offer discounted immediate payment

-6% 3 DAYS

-3% 14 DAYS

-1% 30 DAYS

Payment is conditional on sending a correctly issued invoice in accordance with the instructions, together with a set of transport documents to the Principal's postal address, marked "SKONTO" on the envelope.

1. The Contractor is obliged to expressly confirm acceptance of the order by e-mail or via the instant messenger on the Trans.eu platform. The absence of a refusal within 30 minutes of the Contractor's receipt of a transport order is tantamount to acceptance of the order for execution and the conclusion of the contract under the terms set out therein.

TERMS OF PAYMENT

2. The remuneration set out in this order includes all costs incurred by the Contractor in the performance of the order. If the transport route is shortened, the remuneration agreed in the order will be reduced proportionally.

3. Under this contract, the Contractor undertakes to provide the following services as a component of the remuneration in the following proportions:

(a) 80% for the correct performance of the contracted transport service,

(b) 10% for the performance of freight operations related to the carriage, pursuant to section 43 of the Carriage Law,

(c) in 10% for refraining from competitive activities, in accordance with section 34 of this order.

4. The time limit for payment for the execution of the order given above shall be calculated from the date of delivery by the Contractor of a correctly issued VAT invoice and complete transport documentation provided to the Contractor to the Principal's correspondence address.

5. The Contractor shall send legible copies of all transport documents, including the consignment note (CMR) and other documents required by the Principal in PDF format, within 5 days from the date of unloading to the carrier's portal via the link attached to the order. If the copies of the documentation are sent after the specified 5-day period, a contractual penalty of EUR 25 will be charged and deducted from the freight amount.

6. The Contractor shall send to the Principal the original shipping documents (in particular: the CMR consignment note and/or other document fulfilling the role of a consignment note – in two originals, goods specification (WZ, Lieferschein, Bon de Livrasion or other analogous document), EUR1 certificate of origin, pallet receipt, cheque and, in the case of temperature-controlled carriage, thermograph printout of the entire period of carriage) within 14 days of the performance of the transport service understood as the unloading of the goods at the place indicated in this order. In the event that the transport documentation is provided after the date specified in the section above, the Contractor undertakes to pay a contractual penalty amounting to 2% of the agreed remuneration FOR EACH DAY OF DELAY, but not more than 300% of the remuneration specified in this order. The documents delivered to the Principal must be segregated, i.e. each invoice must be accompanied by documents relating to the order in question.

7. In the case of transfers, each party to the transaction bears the costs charged by their respective banks.

8. Claims arising from this contract may not be assigned to third parties without the consent of the Principal.

9. The Contractor shall not be entitled to claim payment for an invoice issued by another entity that is not a party to this contract.

10. The parties agree that all accounting documents should be delivered by the Contractor by registered post to the address indicated in this transport order. The parties agree that an accounting document delivered by means other than those indicated in this section shall not be deemed to have been effectively delivered to the Principal.

TERMS OF EXECUTION

11. The Contractor shall have a "blank CMR consignment note" (without printed discrepancies and without own or any other entity's logo).

12. The Contractor shall be in possession of a Carrier's Civil Liability insurance and shall hand it over to the Principal prior to the execution of the order. In addition, the Contractor's vehicle should meet EURO 5 or higher fuel combustion requirements, be clean, in good working order and free from any odours. The Contractor is obliged to equip the vehicle with the equipment necessary to properly secure the load specified in the order in accordance with the Principal's guidelines, including in particular:

- GSM phone with working camera,
- non-defective, non-rotten safety belts, which must be free of damage to metal parts,
- non-slip mats along the entire length of the semi-trailer/trailer,
- protective corner guards,
- protective footwear,
- hard hat and reflective waistcoat

in a quantity that guarantees the proper protection of the goods during transport.

In the event that any of the items of equipment are missing, the CCL insurance is not up to date, the CMR consignment note is not blank, or the vehicle is not free of odours and/or is in a technical condition that does not allow the order to be carried out, the Principal may withdraw from the contract and charge the Contractor a contractual penalty of 100% of the freight.

13. The Contractor is obliged to take all documents provided to him by the shipper of the goods (e.g. EUR-1, T1, T2 or others, original VAT invoices, permit specifications and others) from the place of loading and to check their completeness and the conformity of the data contained in them with the received cargo and the order. If discrepancies and/or differences are found, the Contractor shall immediately report this to the Principal.

14. The Contractor shall be fully responsible for the proper stowage and correct securing of the load in the vehicle (including against access to the product by third parties) prior to the start of the journey.

15. In the event that such instructions are given to the Contractor by the Principal, the consignor or the consignee of the goods, the Contractor shall be responsible for the performance of the loading operations related to the carriage pursuant to Article 43 of the Carriage Law.

16. The Contractor shall comply with the obligations listed below:

(1) When accepting a consignment from the consignor for carriage, the driver must:

- (a) check the conformity of the particulars on the consignment note or other transport document relating to the quantity or weight of the goods, their characteristics and numbers with the consignment received and the apparent condition of the consignment and its packaging,
- (b) if discrepancies are found or if there are any reservations concerning the condition of the accepted consignment or its packaging, the driver shall make his comments on the consignment note or other transport document,
- (c) if it is not possible to compare the consignment note data with the consignment being received or to assess its condition, the driver shall include this information on the consignment note or other transport document.

2) When handing over a consignment to a person named in the consignment note as consignee, the driver must:

- (a) check that the cargo is delivered to the place (address) indicated by the consignor in the consignment note,
- (b) obtain a receipt bearing the signature and/or company stamp of the consignee or, if the consignee is not a company, check his details against his identity card or other identification document and ensure that the receipt bears the signature of the consignee.

17. Standstill clause

17.1. If the obligation to park in guarded car parks is written in the notes to this Order, the Contractor shall be obliged to make all stops in car parks that meet all of the following criteria: an area that is separated, permanently fenced, supervised 24 hours a day, lit at night, and equipped with entry and exit blocking devices that prevent vehicles from entering and leaving without the permission of the person supervising the car park.

17.2. Insofar as the notes to this Order do not stipulate an obligation to park in guarded car parks and insofar as the Contractor's CCL insurance permits parking outside guarded car parks, the Contractor shall comply with the following special conditions:

(1) The driver must not leave the means of transport with the goods unattended.

(2) Leaving the means of transport with goods unattended shall be understood as the driver physically leaving the cab of the means of transport and leaving the vehicle with the goods outside car parks that are:

- (a) guarded or
- (b) located within a petrol station, hotel, motel, bar, restaurant or
- (c) located immediately adjacent to a national road, motorway or motorway or
- (d) located at a customs/border terminal or
- (e) designated by the police or other authorised public services.

(3) Leaving the means of transport with the goods unattended shall not be deemed to result from:

- (a) regulations on drivers' working time,
- (b) the rules governing weekly rest in vehicle cabs,
- (c) duties relating to loading, reloading and unloading, including while waiting for these operations to commence,
- (d) the need to deal with border, financial and customs formalities in connection with the transport,
- (e) the need to arrange ferry crossing formalities,
- (f) the need to fill up with fuel and/or replace consumable fluids,
- (g) the need to use toilet facilities at a petrol station or car park,
- (h) sudden deterioration of weather conditions preventing further safe journey,
- (i) sudden illness or fainting spell of the driver as documented by a doctor,
- (j) the need to call for assistance following a breakdown or road traffic accident,
- (k) carrying out orders from the police or other authorised authorities.

(4) Leaving the means of transport with the goods unattended shall also not be considered as leaving the means of transport with the goods on a guarded or supervised car park, which provides such a service and issues a receipt for accepting the means of transport into custody/supervision, or on the premises of a transport base or any other place of business of the Principal, provided that such a place is separated, fenced, locked and lit during night hours, supervised 24/7, equipped with devices blocking entry and exit, which prevent entry and exit of the vehicle without the authorisation of the supervisor.

(5) Leaving the means of transport with the goods for the reasons referred to in sections 3(a), (f) and (g) must take place in illuminated parking areas intended for heavy goods vehicles located along the route of the transport directly on a national road, motorway or express roads.

(6) Leaving the means of transport with the goods for the reason specified in section 3(b) must take place:

- (a) in a car park situated within a hotel, motel or other accommodation in which the driver is staying overnight, or
- (b) where the hotel has no parking facilities or there are no free spaces available, parking may be permitted in illuminated parking areas for heavy goods vehicles adjacent to petrol stations, motels, hotels, restaurants, bars, customs offices, border crossing points or ferry crossings located on the route of

transport or

(c) on the premises of a transport base, or other place of business of the Principal, provided that the place is separated, fenced, locked and lit during night hours, guarded 24 hours a day, and equipped with entry and exit blocking devices which prevent the vehicle from entering and leaving without the authorisation of the person in charge.

If the means of transport and the goods are left for the reason specified in section (3) b) in the places referred to in sections (a) and (b) of this section, the stop must be no more than 600 m from the driver's overnight stop.

(7) The means of transport must be secured by removing the key from the ignition, locking the locks and other openings and activating the alarm systems or other security devices that are fitted to the means of transport.

18. The Contractor shall keep the Principal informed of the progress of the transport and/or provide the Principal with the tools to monitor the vehicle. If consent is given for vehicle monitoring, the Contractor shall provide a GPS signal or integrate its telematics system with the monitoring tool used by the Principal. If the Contractor does not agree to make the GPS signal available to the Principal, it shall provide the telephone number of the driver and ensure that they contact the Principal immediately after each transport operation (loading, unloading). In the event of breach of the above obligations, the Contractor shall pay a contractual penalty equal to 100% of the remuneration for the proper performance of the agreed transport service.

19. In the event of any unplanned circumstances, impediment or inability to carry out the order, the Contractor shall inform the Principal immediately and obtain its instructions. In particular, the Contractor shall ensure that the driver immediately contacts the Principal in the event of:

- delays in processing the order,
- vehicle breakdown,
- damage to the goods.

The Contractor shall also ensure that the driver is available at the telephone number provided to the Principal during the entire transport operation. In the event of breach of the above obligations, the Contractor shall pay a contractual penalty equal to 100% of the remuneration for the proper performance of the agreed transport service.

20. Any downtime resulting from the performance of transportation must be reported to the Principal without delay. The free time for loading, possible customs clearance, unloading is 24 hours for each single stop. The Contractor shall be entitled to parking fees for a period in excess of 24 hours at the place of loading, customs clearance, unloading if the stoppage is immediately reported to the Principal during its duration and documented by a stoppage card certified by the person performing the loading, customs clearance, unloading. The amount of the contractual penalty to which the Contractor is entitled for a stoppage so documented and confirmed is set at EUR 100.00 for each full day of stoppage for international transport and EUR 50.00 for each full day of stoppage for national and/or cabotage transport. The parking fee is not payable for stoppage on Sundays, holidays and public holidays and/or for reasons attributable to the Contractor.

21. The parties agree that when contacting the Principal in electronic form, the Contractor shall contact the Principal: in all matters relating to the execution of the order to the e-mail address from which the order was received.

22. Withdrawal by the Contractor from the execution of the contract of carriage after its conclusion shall result in the obligation of the Contractor to pay a contractual penalty amounting to 100% of the remuneration for the correct execution of the agreed transport service, within 14 days of the planned loading date.

23. The Customer has the right to withdraw from the order (cancel the order) up to 1 hour before the loading time specified in the order at the latest, by notifying the Contractor of the withdrawal by e-mail or by using the tools of the Trans.eu Platform under the pain of nullity, Mondays to Fridays, from 7 am to 4 pm. In such an event, the Contractor shall not be entitled to compensation. If the Principal withdraws from the contract in less than one hour, the Principal shall pay the Contractor a contractual penalty of EUR 50.

24. The Contractor shall be entitled to a standby compensation of EUR 50.00 for international transport, PLN 100.00 for domestic and/or cabotage transport, for the drive-up of a car in the absence of goods at the place of loading. In such a case, the Contractor shall issue a debit note, whereby the terms of the invoice payment order shall apply accordingly. The basis for issuing the debit note referred to in this section is a document confirmed by the shipper stating that the goods covered by this order are missing. The confirmation shall include at least the shipper's stamp.

25. If the Contractor fails to pick up the load at the agreed loading time, or if all circumstances indicate that the Contractor will not be able to pick up the load at the agreed time and date, the Principal is entitled to withdraw from the order by notifying the Contractor of the withdrawal by email or via the freight exchange messenger. In such a case, the Contractor shall pay a contractual penalty equal to 100% of the remuneration for the correct performance of the agreed transport service.

26. The Principal shall not be liable for any damage suffered by the Contractor in connection with accepting cargo of the weight and dimensions specified in the order, or for providing a vehicle which cannot be loaded with the cargo specified in the order or carry the cargo specified in the order.

27. Departure from the place of loading without the goods, departure from the place of unloading without unloading of the goods and/or providing the means of transport or loading with a delay will result in the obligation of the Contractor to pay a contractual penalty amounting to 100% of the remuneration for proper performance of the agreed transport service.

28. The Contractor shall not have the right to subcontract the execution of this order to third parties without the express consent of the Principal, sent by e-mail or via the tools of the Trans.eu Platform, under pain of nullity. In the event of a breach of this obligation, the Contractor shall pay a contractual penalty equal to 100% of the remuneration for the correct performance of the agreed transport service. If written approval is obtained, the Contractor shall document, at least 7 days prior to the due date agreed in this order, that payment has been made to the actual carrier for the carriage in question. Failure to document payment to the actual carrier will result in the suspension of the payment period until the date on which the deficiency is remedied.

29. The Contractor does not have the right to unload, load or reload cargo during carriage without the express consent of the Principal, sent by e-mail or via the Trans.eu Platform tools. In the event of a breach of this obligation, the Contractor shall pay a contractual penalty equal to 100% of the remuneration for the correct performance of the agreed transport service.

30. In the event that it is necessary to neutralise documents (in particular, by not revealing at the place of loading and/or unloading the actual place of origin of the goods and/or invoices and/or other transport-related documents), the Contractor shall act in accordance with the Principal's instructions. Failure to neutralise in accordance with the Principal's instructions shall result in the Contractor's obligation to pay the Principal a contractual penalty amounting to 300% of the remuneration for the correct performance of the agreed transport service.

31. The driver's signature of the pallet receipt certifies that they have received the pallets in the number and type specified on the said document and that they have no reservations about their quality. Any discrepancies in quality and quantity of pallets resulting from the above provisions may be the basis for claims by the Principal.

32. In the event of an obligation to replace pallets on loading, the Contractor shall confirm the replacement with a pallet receipt or other appropriate document. Failure to replace the pallets will result in the Contractor being obliged to pay a contractual penalty of EUR 20.00 per pallet. Failure to provide a pallet receipt confirming the exchange of pallets within 14 days from the date of unloading the consignment will be treated as a failure to exchange and will result in the contractual penalties indicated above.

33. In the event of an obligation to return the pallets to the shipper, the Contractor undertakes to do so within 14 days of the service being provided and to document the return with a pallet receipt or other appropriate document. Exceeding the aforementioned deadline, failing to provide documents confirming the return of the pallets within 24 days of the shipment's unloading and/or failing to return the pallets will result in the Contractor being obliged to pay a contractual penalty of EUR 20.00 per pallet.

34. The Contractor undertakes not to engage in any activities (including any form of communication) aimed at establishing cooperation with the Principal's customers (which should be understood as the direct ordering party, DROADER Usługi Transportowe Maksymilian Wieczorek, entities where loading or unloading takes place, as well as consignors and consignees of cargo indicated in the order and/or consignment notes) in the period of 15 months from

the moment of receiving this order – regardless of whether the service has been performed by the Contractor. The aforementioned prohibition covers, in particular, any form of offering by the Contractor of its own or third-party services to the above-mentioned customers. The Contractor also undertakes not to undertake the above activities through companies affiliated to it personally and/or by capital.

In the event of a breach of the above provisions, the Contractor undertakes to pay a contractual penalty of EUR 25,000.00 (in words: twenty-five thousand Euros) for each breach. The Contractor's remuneration provided for in this contract also includes the obligation to comply with the provisions of this section.

35. All information contained in this order, as well as that acquired by the Contractor during the execution of the contract, is confidential and constitutes a business secret of the Principal. In the event of a breach of confidentiality by the Contractor, the Contractor shall pay the Principal a contractual penalty of EUR 20,000.00 (in words: twenty thousand Euros).

36. The Contractor declares that it complies with the foreign regulations on the obligation to pay drivers the minimum wage for the performance of work in the relevant country, which apply to the Contractor. The Contractor agrees to comply with all obligations imposed on it by foreign regulations, including ensuring the appropriate documentation, accounting and payment of the driver's minimum wage.

37. The Contractor shall comply with the regulations in force in the country in which its vehicle is currently located. In addition, the Contractor shall comply with all regulations applicable to carriers, in particular Regulation (EC) No. 1072/2009 of the European Parliament and of the Council and Regulation (EC) No. 561/2006 of the European Parliament and of the Council. The Principal shall not be liable for any penalty resulting from non-compliance with these provisions.

38. In the event that, as a result of the Contractor's failure to comply with the obligations referred to in the section above, the Principal is required to pay damages or administrative penalties, in connection with this order, the Contractor shall be obliged to pay the Principal compensation equivalent to the amounts to be charged to the Principal.

39. Matters not regulated in this order shall be governed by the CMR Convention in the case of international carriage, and to the extent not regulated therein – by Polish law.

40. In the case of domestic and cabotage transport, the provisions of generally applicable Polish law, including in particular the Act on Carriage Law, shall apply to this order.

41. Any disputes arising from this order shall be settled by the court with jurisdiction over the Principal's registered office.

42. In the event that the Principal suffers damage exceeding the amount of the contractual penalties reserved in this order in favour of the Principal, the Principal shall be entitled to claim compensation in excess of the amount of these contractual penalties under the general rules arising from generally applicable legislation.

43. In the case of cabotage operations in Germany, the Contractor's upper limit of liability is 40 SDR per kilogram of gross weight of the consignment, excluding damage caused by gross negligence or wilful misconduct.

44. If any provisions of this agreement should prove to be invalid, they shall be superseded by provisions of generally applicable legislation and the validity of the remaining provisions shall not be affected thereby.

45. This agreement can only be accepted without reservations. Any changes require the express consent of the Principal in the form of a document.

46. The Contractor declares that it waives the judicial pursuit of claims for compensation for the costs of debt collection as defined in Article 10 of the Act of 8 March 2013 on payment terms in commercial transactions (Journal of Laws 2019.118 i.e. 2019.01.21) for 3 years from the due date of each such claim.

47. In the event that loading or unloading took place in France, the Contractor shall complete a statement of receipt of payment, attached to this order, within 7 days of receipt of payment for the service performed by the Principal, under penalty of imposing a contractual penalty on the Contractor in the amount of twice the freight rate. The statement should be added to the carrier portal.

Best regards Gabriel Kaczmarek