

TRANSPORT ORDER NO.: 461/FAS/2024

1. Seller	2. Contractor
FASPANDI SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ Address: ul. Franciszka Bohomolca 21 01-613 Warszawa Tax ID: PL5252713481 Phone.: +48(22) 378 40 61 Forwarder: Szymon Kalata Phone: +48 22 100 29 72 Mobile: +48 693 391 685 Mail: skalata@faspandi.com	Fürst Transporte GmbH Address: Kurze Straße 2 DE 31832 Springe Tax ID: DE310961055 Phone: +4915207028888 Fax: Correspondence Address: Contact person: Lukasz Fürst e-mail: <l.fuerst@fuersttransporte.com>
3. Loading / Unloading data	
1. LOADING:	<p>Date: 30.01.2024 in hours 11:00 - 15:00</p> <p>Volume 26,00 Pallets Weight: 13,74 T LDM: 13,60</p> <p>Address: Kraftverkehr Nagel SE & Co. KG Harpener Hellweg 31 44805 Bochum DE</p> <p>Nr zał.: 1103427874 + 1103427898 / 1103428107</p> <p>Comments: PRODUCT ON PALLETS LOAD FROM BACK DRIVER MUST ASSIST (UN)LOADING THE TRUCK SECURE THE GOODS. DO NOT STACK PALLETS DRIVER MUST WEAR SAFETY SHOES DRIVER MUST ANNOUNCE FOR (UN)LOADING WITH REFERENCE LOAD IN NAME OF KRAFTHEINZ PLEASE SEND CMR AND SHIPPING DOCUMENTS SIGNED/ STAMPED DELIVERY NOTE & CMR NEEDED NO PALLET EXCHANGE</p> <p>At loading the driver has to count the goods and make sure the goods and their packaging are not damaged. Driver will secure the goods. In case of deficit and/or damage it should always be mentioned on the CMR accompanied by your signature. - In case of a transport interruption, for whatever reason you are obligated to park your vehicle with the goods in a locked storehouse and/or guarded parking area.</p>
2. UNLOADING:	<p>Date: 31.01.2024 in hours 07:30 - 07:30</p> <p>0,00 Weight: 0,00 LDM:</p> <p>Address: Lidl Kassel GmbH & Co. KG Lange Heideteile 1 34295 Edermünde DE</p> <p>Nr zał.: KAS3942489 / DE008956174243 + DE008956174242</p> <p>Comments: Number of pallets to be unloaded according to documents NO PALLET EXCHANGE, NO ADR! The driver must receive full documentation from the shipper / unloader!</p>
3. UNLOADING:	<p>Date: 31.01.2024 in hours 13:00 - 13:00</p> <p>0,00 Weight: 0,00 LDM:</p> <p>Address: LIDL GMBH BAURAT KOHLER STR. 31 31135 Hildesheim DE</p> <p>Nr zał.: HIL3942516 / DE011956174244</p> <p>Comments: NO PALLET EXCHANGE, NO ADR! The driver must receive full documentation from the shipper / unloader! After unloading, it is MANDATORY to send a clear photo of the CMR to the email address skalata@faspandi.com</p>

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Cargo description	Vehicle requirements
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FOOD PRODUCT (PACKED) NO HACCP

PLANDEKA 13,6Weight: **13,74 T**Package: **Pallets**Quantity: **26,00**Value: **0,00**Vehicle registration number: **ACPP5001 / DWR 2604R /**Driver: **MAREK PAPKA**

Please remember about the obligation to settle pallets and gitterboxes. Lack of replacement should be confirmed with the proper ORIGINAL document in accordance with point 31 of the order. The replacement of the pallets should be confirmed with ORIGINAL document in accordance with point 29 of the order.

TRANSPORT ORDER NO.: **461/FAS/2024****Payment method:**
TRANSFER**Payment date:**
45 days***Net freight:**
550,00 EUR

*The date of payment is calculated from the date of receipt the properly issued invoice and the set of the transport documents.

4. Delivery of transport documents and invoices**FOR THIS ORDER, PLEASE PROVIDE DOCUMENTS IN ELECTRONIC FORM ONLY.**
Pallet documents are an exception, please send them in the ORIGINAL versions.Invoices, **CMR** waybills and other **transport documents** (each document as a separately attached **PDF file**) should be sent (**high quality of materials**) to the email address: cmr@tslservices.pl within **14 days of the date of unloading**.**1 order = 1 e-mail****Note:** Please quote the **number of this order** in the subject line of your message.**If you are sending an invoice with a discount, please additionally put "DISCOUNT" in the subject line of the message.**Note! cmr@tslservices.pl is a technical ("no reply") mailbox intended to **receive electronic documents only**.**PALLET REPLACEMENT DOCUMENTS** (DPL, PAKI, etc.) - contractors are under an obligation to send the original copies of any pallet replacement documents (DPL, PAKI, etc.) to the principal's mailing address within 14 days of the date of unloading.**Correspondence address:** TSL Services, ul. Bohomolca 21, 01-613 Warszawa**We do NOT process payments based solely on an invoice!**

Payment is conditional upon sending a correctly issued invoice with a set of transport documents, as instructed.

5. Terms and conditions of payments and invoices

1. Date of unloading = date of sale/date of service (CMR compliant);
2. PAYMENT METHOD: **BANK TRANSFER**

NOTE!!! We offer immediate payment "DISCOUNT"**-6% 3 DAYS****-3% 14 DAYS**

No damage in transit and sending required documents are a prerequisite for payment within above date.

TO RECEIVE PAYMENT (DISCOUNT) AFTER 3 OR 14 DAYS OF PROVIDING THE DOCUMENTS:

- a) enter the discount amount in the 'Discount' box in the invoice form (if it is not possible, please add it in comments);
- b) attach all transport documents to the invoice;

- Please send debt assignment notices to:

cesje@tslservices.pl

- In other matters (incl. regarding payment) please contact:

cs@tslservices.pl
(22) 112 07 07Note! For first cooperation or a change of the bank account number, please fill out the form 'Bank Account Information' available at:
<https://www.faspandi.com/en/carriers>

at the bottom of the page under the link Dla Przewoźnika (For Carrier) > Współpraca i niezbędne dokumenty (Cooperation and Necessary Documents) > Oświadczenie o rachunku bankowym (Bank Account Information).

Payment for a service provided does not indicate the documents submitted are correct or that any claims relating to the order in question has ceased to exist.

General Terms of the Order (GTC)

1. It is forbidden to carry out instructions given by an entity other than Ordering Party regarding the carriage to change the route of the carriage or the place provided for the delivery of the goods or to deliver them to a consignee other than the one indicated in the consignment note.
2. The Contractor shall be obliged to have the following on loading: protective clothing (protective shoes with metal "noses", reflective waistcoat, protective glasses and helmet, working gloves), tightening belts (min. 500daN) min. 6 pieces for vehicles up to 3.5t GVW and 16 pieces for vehicles above 3.5t GVW, corners, angle brackets, a set of anti-slip mats (for the entire load area), customs wire, seal and minimum 32 sideboards for vehicles above 3.5t GVW. If the vehicle is presented for loading without

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the required equipment, the Contractor shall pay a contractual penalty of EUR 300.00.

3. If the part of the order concerning the requirements for the vehicle (point 3 of the order) stipulates the obligation to execute the order with a team of two drivers (the so-called double manning), the Principal shall be entitled to impose on the Contractor a contractual penalty amounting to 50% of the agreed freight, even if the Contractor failed to meet this obligation only on a part of the route.

4. The Contractor declares that they possess a valid carrier third party liability policy with full insurance coverage (which means lack of exclusions for damage consisting in theft and robbery and lack of exclusions concerning protection for selected types of property accepted for transport), covering the territorial scope of performed transport and with the guarantee sum per event not lower than the upper limit of liability for damage, determined in accordance with Articles 425-435 of the HGB or Article 17, 23 and 25 of the CMR Convention or the law regulations of the accepting country.

5. The Contractor shall be obliged to have the necessary concessions, permits, licences and other documents required by law to perform the transport, including those required pursuant to §§ 3,5,6 GüKG: "The Contractor undertakes to employ drivers who meet the requirements indicated in § 7b GüKG and to hold the relevant documents."

6. The Contractor shall ensure that the driver performing the transport has a working mobile phone, allowing direct contact with the driver and sending and receiving MMS messages. In the event of having no contact with the driver performing the contract for the Contractor for more than 30 minutes, the Ordering Party shall be entitled to demand from the Contractor a contractual penalty of EUR 100 and EUR 50 for each additional 30 minutes.

7. It is forbidden to subcontract carriage or organise carriage to other parties, including carriers and freight forwarders, without the written consent of the Ordering Party. Breach of this provision shall result in the Contractor being obliged to pay a contractual penalty in the amount of the agreed freight.

8. In case of temperature-controlled transport, the Contractor undertakes to:

a) prior to the commencement of carriage, check whether the carriage temperature indicated in the consignment note is identical to the carriage temperature indicated in the transport order; should a difference be found, the Contractor shall immediately report this to the Ordering Party's forwarding agent;

b) before loading begins, the Contractor must have a thermograph printout ready in order to check that the correct temperature has been set and that the vehicle has been adequately prepared for transport;

c) The Contractor shall measure the temperature of the loaded goods and type in the measurement result in the consignment note. If the temperature of the loaded goods differs from the temperature indicated in the order or consignment note, the Contractor shall immediately report this to the Ordering Party's forwarder;

d) In case of receipt of information without indication of a specific transport temperature (i.e. a range of permissible temperatures is indicated, e.g. +15 - +19 degrees), the Contractor shall set the unit in continuous operation to the middle value of the indicated range;

e) after each transport, the Contractor shall provide a thermograph printout within 14 days of unloading;

f) in the event that any reservation regarding damage or failure to observe temperature conditions is entered in the transport documents, the Contractor must immediately send by e-mail or fax a temperature printout of the entire transport period (no later than 1 day after unloading). Failure to comply with any of the above obligations (indicated in letters a), b), c), d), e), f)) entitles the Ordering Party to receive a contractual penalty in the amount of the agreed freight.

9. The driver should have blank CMR consignment note forms for loading.

10. In the event of defects, deficiencies or discrepancies being found, the driver shall enter a reservation in the consignment note and notify the Ordering Party of this fact before leaving the place of loading. Failure to notify shall entitle the Ordering Party to charge the Contractor with a contractual penalty in the amount of the agreed freight. Failure to raise objections will result in the cargo being deemed accepted for carriage as described in the consignment note.

11. In the event of any discrepancy between the consignment note and this Order, the Contractor shall notify the Ordering Party without delay. Failure to notify shall result in the Contractor's total liability for any damage caused due to inaccuracy and entitles the Ordering Party to charge the Contractor a contractual penalty equal to the agreed freight.

12. The Contractor undertakes to ensure that the driver complies with the rules of conduct within the consignor's premises and consignee of the goods. The Contractor also undertakes to ensure that the driver (as the Ordering Party's representative in front of clients) behaves in a cultured and professional manner both at the places of loading and unloading and in the immediate vicinity of these places. A breach of the obligations indicated in this section entitles the Ordering Party to impose on the Contractor a contractual penalty in the amount of the agreed freight.

13. The Contractor shall collect the following documents at the place of loading: original invoice with stamp and signature, CMR consignment note or another document which acts as a bill of consignment, goods note (WZ, Lieferschein, Bon de Livraison or another similar document), EUR1 certificate of origin, pallet receipt, DPL Bon, cheque, SAD document and, depending on the agreed terms of the transport order, receive or open the customs document itself.

14. In case when it is necessary to neutralise documents (in particular, by not revealing at the place of loading or unloading the actual place of origin of the goods or invoices or other transport-related documents), the Contractor shall proceed in accordance with the Ordering Party's instructions. Failure to carry out neutralisation in accordance with the Ordering Party's guidelines shall result in the Contractor's obligation to pay the Ordering Party a contractual penalty in the amount of the agreed freight.

15. The Contractor shall be fully responsible for the proper storage and correct securing of the load on the vehicle prior to the start of the journey.

16. The Contractor shall immediately (i.e. within one hour of the event) inform the Ordering Party's forwarder of the completion of loading and unloading.

The information should be provided in writing (i.e., text message, transport exchange messenger, e-mail or fax). Failure to provide any of the above information shall result in the Contractor being liable to pay a contractual penalty of EUR 50.

17. The Contractor shall inform the Ordering Party without delay (i.e. within one hour of the event) of any obstacles related to the execution of the order, in particular those which may affect the delay of the vehicle's arrival for loading or unloading and of expected stoppages, inspections, technical failures as well as inspections and possible detentions by customs authorities. Failure to provide the above information shall result in the Contractor being liable to pay a contractual penalty in the amount of an agreed freight.

18. The Contractor shall not transport additional cargo besides the goods constituting the subject of this order without the written consent of the Ordering Party under pain of a contractual penalty in the amount of the agreed freight.

19. Transshipment without the written consent of the Ordering Party is prohibited! Any transshipment will result in a contractual penalty for the Contractor in the amount of the agreed freight and total liability for invisible damage/defects to the delivered goods.

20. Any change of vehicle registration numbers (of either the tractor or the semi-trailer) agreed upon in the part of the order related to vehicle requirements (item 3 of the order) without written consent of the Principal shall result in the Contractor's obligation to pay a contractual penalty in the amount of the agreed freight.

21. The Contractor is obliged to comply with the regulations in force in the country where his vehicle is located at any given time. Furthermore, the Contractor shall be obliged to comply with all regulations applicable to carriers, particularly Regulation (EC) No 1072/2009 of the European Parliament and of the Council and Regulation (EC) No 561/2006 of the European Parliament of the Council. The Ordering Party shall not be liable for any penalty resulting from failure to comply with these provisions.

22. The Contractor shall provide a vehicle for loading that is licensed and technically sound in accordance with EU requirements. In case of an order to transport perishable foodstuffs, the Contractor shall provide a vehicle with ATP certificates required by law and equipped with a thermograph. The vehicle's cargo area must be clean, dry, and free of odours. At the request of the Ordering Party or the shipper or the consignee, the Contractor shall provide documents proving the cleanliness of the load compartment (in particular a cleaning certificate). Failure to comply with any of the conditions set out in this section shall result in the Contractor being liable to pay a contractual penalty equal to the agreed freight.

23. In the event of difficulties in fulfilling the contract of carriage, the Contractor shall only contact the party ordering carriage (Ordering Party) or, after prior approval by the Ordering Party, the sender of the consignment. All arrangements must be confirmed in writing (including e-mail or fax).

24. Any downtime arising during the transport must be reported to the Contractor without delay. The time without downtime charge that is intended for loading, possible customs clearance, or unloading is 48 hours (excluding Sundays, public holidays, and non-working days applicable in the country of loading/unloading/customs clearance respectively) for each single stop. The Contractor shall be entitled to downtime charges for exceeding 48 hours at the place of loading, customs clearance, or unloading if the downtime is immediately reported to the Principal during its duration and documented with a downtime card certified by the person performing the loading, customs clearance, or unloading. The amount of the contractual charge to which the Contractor is entitled for downtime documented and confirmed in such a way is set at EUR 130.00 (one hundred and thirty EUR) per each full day of downtime in the case of international transport and PLN 100.00 (one hundred PLN) in the case of domestic and/or cabotage transport. The downtime charge shall not apply to downtime attributable to the Contractor.

25. Departure from the loading place without taking up the cargo, without the written consent of the Ordering Party, or departure from the unloading place without handing over the cargo, the Ordering Party's written consent shall result in the Contractor's obligation to pay a contractual penalty in the amount of the agreed freight.

26. Failure to provide a means of transport, providing an unsuitable means of transport, providing a means of transport unsuitable for loading, providing a means of

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transport with a delay in loading, delay in delivery shall result in the Contractor being obliged to pay a contractual penalty in the amount of the agreed freight.

27. The Contractor undertakes not to undertake any activities (including any form of communication) aimed at establishing cooperation with the Ordering Party clients (understood as the direct Ordering Party and the shippers and consignees indicated in the order or bill of consignment) within 24 months of receiving this order - regardless of whether the Contractor has performed the service. This prohibition applies in particular to any form of offering by the Contractor of its own or third-party services to the clients mentioned above. The Contractor undertakes not to undertake the activities as mentioned earlier through companies linked to it personally or by capital. In the event of a breach of the above provisions, the Contractor undertakes to pay a contractual penalty of EUR 100,000.00 (in words: EUR one hundred thousand). In the event that the Contractor or its driver discloses to a third party the amount of freight agreed upon in this contract, the Ordering Party shall be entitled to demand a contractual penalty of EUR 5,000 from the Contractor. Furthermore, all information contained in this order and that acquired by the Contractor during the execution of the contract are confidential and constitute a business secret of the Ordering Party. In the event of a breach of confidentiality by the Contractor, the Contractor shall pay the Ordering Party a contractual penalty in the amount of PLN 100,000.

28. If the Contractor withdraws from the performance of the contract of carriage after it has been concluded, a contractual penalty shall be charged in the amount of the agreed freight.

29. The Principal reserves the right to cancel the transport not later than at the moment of presenting the vehicle for loading without any penalty from the Contractor.

30. The Contractor shall be entitled to a readiness penalty of EUR 50.00 in international transport or PLN 100 in domestic and/or cabotage transport for the transport being cancelled after the vehicle has been presented for loading. In this case, the Contractor shall issue a debit note, whereby the order terms regarding payment of the invoice shall apply accordingly. The basis for issuing the debit note referred to in this section shall be 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.

31. The signing of the pallet receipt by a driver shall confirm that he has received the number and type of pallets specified on the said document and has no reservations concerning their quality. Any possible differences in quality and quantity of pallets resulting from the provisions as mentioned earlier may constitute grounds for the Ordering Party to pursue claims in the amount of EUR 25.00 per pallet and EUR 100.00 per gitterbox.

32. In the absence of any agreement to the contrary regarding the settlement of pallets or gitterboxes, it is agreed that this order shall be regarded as agreed without exchange of pallets in connection with clause 35 of the GTO.

33. If pallets or gitterboxes have to be replaced on loading, the Contractor shall confirm the replacement with an original pallet receipt. If a pallet receipt is not received, the Contractor shall immediately inform the Ordering Party and shall not leave the loading site without the Ordering Party's written consent. Failure to replace the pallets/gitterboxes will result in a contractual penalty of EUR 25.00 per pallet and EUR 100.00 per gitterbox. Failure to provide the original pallet receipt confirming the replacement of the pallets/gitterboxes within 14 days of the service being provided shall be treated as a failure to replace and shall result in the aforementioned contractual penalties being charged.

34. If the pallets/gitterboxes have to be returned to the shipper or another place indicated by the Ordering Party, the Contractor undertakes to do so within 10 days of the service being provided and to document the return with an original pallet receipt. If a pallet receipt is not received, the Contractor shall immediately inform the Ordering Party and shall not leave the site of pallet unloading without the Ordering Party's written permission. Exceeding the aforementioned deadline, failure to provide documents confirming the return of pallets/gitterboxes within 24 days from the date of service provision or failure to return pallets will result in a contractual penalty of EUR 25.00 per pallet and EUR 100.00 per gitterbox.

35. If there is no obligation to replace pallets or gitterboxes at loading and unloading, the Contractor shall confirm the lack of replacement with an original pallet receipt at both of the above locations. If a pallet receipt is not received, the Contractor shall immediately inform the Ordering Party and shall not leave the loading or unloading site without the Ordering Party's written consent. Failure to provide documents proving that the pallets/gitterboxes have not been replaced within 14 days of the service provision shall result in a contractual penalty of EUR 25.00 per pallet and EUR 100.00 per gitterbox.

36. The Ordering Party has the right to control the timely execution of the order (including the current location and planned time of delivery). Providing false information will result in a contractual penalty of EUR 300 imposed on the Contractor.

37. In the event of the inability of the Contractor to perform a service commissioned to it or a credible threat of non-performance or improper performance of such a service, the Ordering Party shall be entitled to commission the performance of the service in question to other entities (substitute performance). In such a situation, the Contractor shall be charged with additional costs incurred by the Ordering Party which exceed the costs of the service commissioned to the Contractor.

38. In the event that the Ordering Party is required to carry out any further activities necessary for the proper settlement of this Order as a result of the Contractor's actions contrary to this Order, the Ordering Party shall be entitled to charge the Contractor with a contractual penalty of EUR 15 for administrative costs.

39. The agreed freight includes tolls and all other costs of the Contractor (Carrier).

40. If the transport route is shortened, the freight rate agreed in the order will be reduced proportionally. If the route is extended, the freight rate agreed in the order will be increased proportionally.

41. The Client is a VAT payer, and we authorise the Contractor to issue VAT invoices without our signature. (VAT number provided in the order heading)

42. For invoice payments, please contact us at +48 (22) 112 07 07 or by e-mail: customerservice@tslsservices.pl. The fulfilment of all the conditions of the order is the basis for issuing the invoice. The client will not pay for summary invoices (each invoice must relate to a single order). The carrier shall issue an invoice for the services rendered no later than the end of the month in which the service was performed. !!!The date of unloading is the date of service performance (sale)!!!!

43. The Contractor undertakes to send legible copies of transport documents (i.e. those listed in clause 12 of the GTO) within 24 hours of unloading. Copies in the form of a scan should be sent to the e-mail address: cmr@tslsservices.pl, by fax to the number +48 22 300 92 02. Failure to send copies of documents within 24 hours from the unloading date will result in a 30-day extension of the payment period.

44. The Contractor shall attach to the invoice all documents received in connection with the execution of the assignment, including those specified in item 12 of the GTC. If the part of the order conditions concerning the provision of transport documents (item 5 of the order) stipulates the obligation to provide original documents, the Contractor shall provide them to the Principal no later than within 14 days of the completion of the order. In the event of a delay in providing complete documentation, the Contractor undertakes to pay a contractual penalty amounting to 2% of the agreed freight rate FOR EACH DAY OF DELAY, however, the contractual penalty shall not exceed the agreed freight rate.

45. The Contractor declares that it is an active VAT payer on the date of the conclusion of the transaction.

46. In the event of any complaints concerning the transport performed, including entries in the CMR document, the payment period for the service shall be extended by 60 days.

47. For transfers denominated in foreign currencies, each party to the transaction shall bear the costs of its bank.

48. The Contractor shall, in the event of any damage to the carriage, be obliged at the request of the Ordering Party:

- a) report the loss to its insurer within 7 days of the request being forwarded by the Ordering Party,
- b) provide the Ordering Party with the number under which the loss has been registered by the Contractor's Insurer within 14 days of the request for notification of the damage by the Ordering Party,
- c) deliver to the Ordering Party, within 21 days from the date of the request by the Ordering Party, the documents and information necessary to carry out the loss adjustment process by the insurer, in particular:
 - the tachograph record of the entire period of carriage covered by this order,
 - a detailed GPS recording of the entire period of carriage covered by this order,
 - a written statement by the driver concerning the carriage performed, including the occurrence and extent of the damage,
 - copies of vehicle/set registration certificates,
 - copies of the driver's documents certifying entitlement to work as a driver,
 - a copy of the contract concluded by the Contractor with the driver, Failure to comply with any of the above obligations (indicated in letters a), b), c)) entitles the Ordering Party to receive a contractual penalty in the amount of the agreed freight or any infringement.

49. In order to receive payment for the service performed, the Contractor shall send a correctly issued VAT invoice together with a set of transport documents, in accordance with the part of the order concerning the conditions for providing transport documents (clause 5 of the order). The Ordering Party stipulates that the issuance of a VAT invoice by an entity other than the Contractor shall result in withholding of payment until the Ordering Party receives a correctly issued VAT invoice. Payment for the service provided does not indicate that the documents sent are correct or that any claims relating to the order in question have ceased to exist.

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50. Claims arising from this contract may not be transferred to third parties without the consent of the Ordering Party.
51. The Contractor agrees that the Ordering Party may deduct all receivables, including contractual penalties, for which the Contractor is liable from the remuneration due to the Ordering Party, even if the receivables are not yet due.
52. The parties undertake to resolve any disputes amicably. In case of the lack of agreement, the competent court to resolve the matter shall be the court with jurisdiction over the Ordering Party's registered office.
53. In case of transport operations in Germany, the Contractor's upper limit of liability shall be 40 SDR for each kilogram of the gross weight of the consignment, excluding damage caused by gross negligence or wilful misconduct.
54. The Contractor shall perform the carriage in accordance with the provisions of the HGB, within the CMR Convention international carriage, and in case of cabotage carriage in accordance with the law of the host State and the national provisions of the Member States of the European Union relating to the posting of workers in the provision of services, including minimum wages if in the Member State concerned also cover the international transport sector, in particular the provisions deriving from French Law No. 2015-990 on development, activity and equal economic opportunities and Decree No. 2016-418 of 7 April 2016 adapting Title VI of Book II of the first part of the Labour Code for the needs of transport companies posting workers in road and waterway transport on the national territory, and amending the content of the Transport Code.
55. The Contractor declares that he complies with the requirements for working hours and rest periods pursuant to § 20 a Fahrpersonalverordnung and Fahrpersonalgesetz (FPersG).
56. By accepting this order for the performance, the Contractor (Carrier) declares that he is fully aware of the content of the regulations and obligations arising from the German Minimum Labour Act Bt-Ds 18/1558 (Mindestlohngesetz - hereinafter referred to as the "MiLoG") and the Contractor declares that he has taken all necessary steps to ensure that his business activities comply with the provisions of the MiLoG and that he complies with them in full. The Contractor declares and warrants that all of its employees or the employees of subcontractors engaged by it shall at all times receive the minimum remuneration pursuant to §20 of MiLoG for all Services performed within Germany, as well as for Services performed to, from, or in transit through Germany, including waiting times, within the time limit specified in §2 of the MiLoG. The Contractor undertakes to assume (cover) all penalties/claims and charges imposed on the Ordering Party by third parties or competent authorities in connection with infringement of obligations under the MiLoG by the Contractor or its subcontractors, together with the costs of proceedings, including legal costs and undertakes to cover any damage suffered by the Ordering Party. The Ordering Party may deduct these penalties and charges from the remuneration due to the Contractor. The Contractor undertakes to make available, whenever requested by the Ordering Party, all documents confirming its or its subcontractors' compliance with the MiLoG. The Contractor shall provide these documents to the Ordering Party within a maximum period of 2 days from the date of request, under pain of a contractual penalty of PLN 1,000 for each case of failure to provide the requested documents.
- 56.A. The Contractor declares that it meets all requirements resulting from 1) the relevant provisions of French Law No. 2015-990 on Development, Activities and Equal Economic Opportunities, the Labour Code and Decree No. 2016-418 of 7 April 2016 adapting Title VI of Book II of Part One of the Labour Code for the purposes of transport companies posting workers in road and waterway transport on the national territory, and amending the content of the Transport Code; and 2) the provisions on working time and rest obligations determined in accordance with Article L1262-4 of the French Labour Code. The Contractor further declares that it has appointed a representative in France and that each driver has the relevant posting certificate. The Contractor confirms, by accepting this transport assignment, that all its employees are remunerated in accordance with the applicable provisions of the law of the Member State of the European Union in which the transport assignment is carried out, in particular those resulting from the applicable provisions arising from French Law No. 2015-990 on development, activity and equal economic opportunities, the Labour Code and Decree No. 2016-418 of 7 April 2016 adapting Title VI of Book II of the first part of the Labour Code for the needs of transport companies posting workers in road and waterway transport on the national territory, and amending the content of the Transport Code. The Contractor undertakes, in particular, to produce all necessary documents to confirm the above obligations at any request of the Ordering Party or of the competent authorities of the Member State of the European Union in which the transport order is executed. The Contractor shall be fully responsible for complying with the country's national laws in which the transport order is executed, including payment of any penalties, claims, and court and legal costs.
57. The Ordering Party reserves the right to claim damages in excess of the contractual penalties stipulated in this transport order on general terms
58. Failure to refuse a transport order in writing (crossing out the order with the inscription "cancellation" and sending by fax or e-mail) within 30 minutes of receiving the order results in the conclusion of a contract of carriage on the basis of this order and all its provisions.
59. If the part of the order concerning loading and unloading operations (clause 3 of the order) stipulates the obligation to park on guarded car parks, the Contractor is obliged to make all stops on car parks that fulfil the following criteria jointly: separate area, fenced, supervised 24 hours a day, lit at night, equipped with devices blocking entry and exit, which prevent entry and exit of the vehicle without the consent of the person supervising the car park.
- 59a. If the section of the order concerning loading and unloading operations (clause 3 of the order) does not stipulate an obligation to park at guarded car parks and if the Contractor's third party liability insurance permits parking outside guarded car parks, the Contractor shall comply with the following minimum parking clause: For the carriage of all goods, the following conditions in particular apply:
- 1) A driver must not leave the means of transport with the goods unattended/supervised.
 - 2) Leaving the means of transport with the goods unattended/supervised is understood as the driver physically leaving the cabin of the means of transport and leaving the vehicle with the goods unattended in an unsupervised place, in such a way that in the event of a damage event, the driver will not be able to react immediately in order to prevent or reduce the damage.
 - 3) Leaving a means of transport with goods unattended/supervised shall not be considered as leaving a means of transport that is related to:
 - a) necessary stoppages imposed by regulations governing driving time,
 - b) necessary stoppages imposed by regulations governing weekly rest periods in vehicle cabs,
 - c) loading, recharging and unloading operations (including while waiting for these operations to commence),
 - d) the need to comply with border, financial and customs formalities connected with the transport operation,
 - e) the necessity of complying with formalities linked to the ferry crossing,
 - f) the need to refuel or to replace consumable fluids,
 - g) the need to use the toilet facilities at a service station or car park,
 - h) the sudden deterioration of weather conditions making it impossible to continue driving safely,
 - i) sudden illness or fainting spell of the driver as documented by a doctor,
 - j) summoning assistance following a breakdown or a road accident,
 - k) carrying out orders from the police or other authorised services.
 - 4) Leaving the means of transport with the goods for the reasons specified in clause 3 a), f) and g) must take place in lighted parking areas intended for heavy goods vehicles, and the means of transport must be secured by removing the key from the ignition, closing the locks and other openings and activating the alarm systems or other security devices that are fitted to the means of transport.
 - 5) Leaving the means of transport with the goods for the reasons specified in clause 3 b) must take place in lighted parking areas intended for trucks and be located at petrol stations, motels, hotels, restaurants, bars, customs offices, border crossings or ferry crossings located on the route of transport, and the means of transport must be secured by removing the key from the ignition, closing locks and other openings and activating alarm systems or other security devices that are equipped with the means of transport.
 - 6) Leaving a means of transport with the goods unattended/supervised is also not considered as leaving the means of transport with the goods in a guarded or supervised car park, which provides such a service and issues with a receipt to the carrier for taking the means of transport into custody/supervision.

TRANSPORT ORDER NO.: 461/FAS/2024**6. GDPR clause**

Accepting this Order, the Agent shall entrust to the Principal the processing of personal data in the scope necessary for the realization of the Order, i.e. his data as well as of all persons performing activities connected with the realization of the order on the side of the Agent, recipient and sender, in particular: name, surname, telephone number, address data, data of the vehicle. The Principal states that he possesses all proper consents allowing for the entrusting the processing of personal data above and the type of the data entrusted does not cover so called special categories of data and personal data concerning convicting judgments and infringement of the law within the meaning of the provisions of the Regulation of the European Parliament and the Council (EU) 2016/679 of 27 April 2016 on protection of natural persons in connection with processing personal data and on free flow of such data and repealing the directive r 95/46/CE (hereinafter referred to as „GDPR”) and the act on protection of personal data. Within the frames of the Order, the Principal shall be entitled to collect, maintain, organise, store, view, disclose by means of sending, removing and destroying the personal data entrusted for processing for the purpose necessary for the realization of the Order. In the scope of the rights and obligations of the Parties and principles of their liabilities in the subject of the personal data entrusted for processing the GDPR provisions shall apply and other provisions of the Polish law proper for the protection of the personal data. The Agent states that he knows the text of the above acts and undertakes to comply with them. On the basis of applicable provisions (GDPR included) the Principal may transfer personal data entrusted by the Agent to the entities affiliated and other entities cooperating and providing services for the Principal which is necessary for the realization of the Order (i.a. maintaining IT systems, monitoring GPS, commodity stock exchange, legal and accounting service). In such a case, the Principal requires from the cooperating entities to keep confidentiality and safety of information and using it only for the realization of the services connected with the provision of the services by the Principal. Processing personal data within and for the purposes of the Order entrusted by the Agent shall take place on the basis of the law provision i.e. art. 6 it. 1 let. b) and let. c) GDPR and does not require necessity to obtain the consent of the Agent.