

Wrocław, 06.02.2024	
Recipient	Seller
Fürst Transporte GmbH	ALKLA sp. z o.o.
Kurze Straße 2 , DE31832 Springe, DE	ul. Braniborska 14, PL53680 Wrocław
VAT ID:	VAT ID: 898-22-63-158
VAT Eu: DE310961055	VAT Eu: PL8982263158
Lukasz Fürst	Polina Mylenkova
Phone:	Phone: +48 789 063 804
Mobile:	Mobile: +48 789 063 804
Fax:	Fax:
E-mail: d.snoch@fuersttransporte.com	E-mail: polina.mylenkova@alkla.pl

Carrier order number: Z/pom/2024/02/0010

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

route details (loadings, unloadings):

Loading 1	07.02.2024 (08:00)
Otto Fuchs Surface Technology GmbH & Co. KG, Gewerbepark Grünewald 10, DE58540 Meinerzhagen, DE Referral number: 2024020245 Load: paleta (Exchange - Euro pallet: No) Amount: 1 x Euro pallet 8 600,0 [kg] ADR: No Remarks:	

Unloading 1	07.02.2024 (16:00)
Radsystem GmbH Jädekamp 30, DE30419 Hannover, DE Referral number: 2024020245 Load: paleta (Exchange - Euro pallet: No) Amount: 1 x Euro pallet 8 600,0 [kg] ADR: No Remarks:	

Vehicle: ACPP5001

Payment term: 45 days of documents and invoice reception **Freight (net price):** 500.00 EUR

DETAILED CONDITIONS OF THE CONTRACT OF CARRIAGE

1. Please issue and send the invoice for transport to the following address: **ALKLA sp. z o.o., ul. Braniborska 14, 53-680 Wrocław.**
2. If it has been agreed to issue an invoice in a currency, the VAT amount will be converted into PLN according to the NBP table announced on the day preceding unloading.
3. If it has been agreed to issue an invoice in PLN, the price of the service will be calculated according to the NBP table announced on the day preceding unloading.
4. The payment date is counted from the date of receipt of a correctly issued invoice and a complete set of documents.
5. The Contractor is obliged to deliver by post or in person to the Principal VAT invoices containing the amount due in PLN and in a foreign currency in which the remuneration has been agreed, bank account numbers for payment in PLN and in a foreign currency, the Principal's order number and

information about the prohibition of assignment of receivables together with the original and confirmed 2 pieces of neutral CMR with: legible date, legible signature and stamp of the cargo recipient and the date of receipt of the shipment, with completed fields No.16 and 20 in accordance with the accepted order and 2 pieces of all documents accompanying the shipment (in particular Lieferschein) in within 10 days from the date of unloading in the case of domestic orders and within 14 days in the case of international orders. At the same time, the carrier is obliged to send the electronic version of the documents (scan / photo) within 5 days from the date of unloading to the Customer's e-mail address, providing the order number to which they relate.

6. The Contractor is entitled to issue a VAT invoice without the signature of the Principal.

7. The parties agree that they conclude an evidence agreement within the meaning of Art. 4589 of the Code of Civil Procedure stipulating that proving that the Contractor has performed the transport service may take place only by presenting the documents referred to in point 2, and the parties exclude the possibility of using any other means of proof to prove this circumstance.

8. The Contractor is obliged to comply with all regulations regarding the posting of workers and the minimum wage in force in the countries in which he provides services to the Principal, in particular Austrian, Belgian, French, Dutch, Luxembourgish, German, Hungarian and Italian.

9. The Contractor is obliged to have vehicle liability insurance and OCP insurance with a full scope of insurance, which is understood as:

1. covering the insurer for damages resulting from robbery, theft outside guarded car parks,
2. liability to the insurer for damages beyond the consignment's substance resulting from the delay in delivery,
3. covering the insurer for damages incurred during loading or unloading ,
4. no exemptions regarding the type of goods (property) accepted for transport,
5. no exclusions regarding the territorial scope on which the transport is to be performed (including cabotage, if the order concerns it),

6. the guarantee sum corresponding each time the value of the property accepted for transport, not lower than the upper limit of the carrier's liability for damage, specified in art. 65-70 and 80-85 of the Transport Law and / or Art. 17, 23 and 25 of the CMR Convention, and in the case of cabotage in the regulations in force in the country where the transport is performed, with the proviso that in any case the sum insured may not be less than EUR 250,000.

10. The Contractor is obliged to provide a vehicle that meets the TAPA security requirements, meeting the standards of at least EURO 3, suitable for the transport of the goods specified in the order (this applies in particular to oversized transport), tight, clean inside and outside the loading chamber, which must be free from foreigners' fragrances. In the event of failure to meet this obligation, the Contractor is obliged to provide a replacement car at his own expense.

11. The Principal stipulates that the first 24 hours of parking for loading and unloading separately (48 hours in countries outside the EU), as well as parking on Saturdays, Sundays and holidays when loading and unloading are free of parking fees. The Principal is not responsible for stops at state borders, Customs Offices and on days of limited truck traffic. The time of carrying out the transport is extended with the downtime referred to above, and the lack of collection of the shipment by the recipient before this time expires is not considered an obstacle to the delivery of the shipment. In the remaining scope, the Contractor is entitled to a contractual penalty of EUR 100 in international transport and cabotage and PLN 150 in domestic transport in Poland for each commenced 24 hours of downtime.

12. The Contractor is strictly prohibited from reloading or reloading without the prior written consent of the Principal, otherwise null and void.

13. The Contractor is obliged to check the compliance of the bill of lading and other shipping documents with the received order, in particular with regard to the address and person of the recipient as well as the type and quantity of goods. In the event of any discrepancies, the Contractor should refrain from commencing the transport and immediately contact the Principal in order to obtain instructions on how to proceed.

14. The Contractor is obliged to check the compliance of the goods with the shipping documentation, in particular with regard to the quantity, weight, characteristics and numbers of the goods, as well as its condition, the condition of its packaging and the condition of preparing the shipment for transport. In the event of any objections in this regard, the Contractor is obliged to enter the objections along with the justification to all copies of the consignment note before the commencement of transport and obtain confirmation of the acceptance of the objections by the shipper in the consignment note.

15. The Contractor is obliged to provide the Principal with constant telephone contact with the driver performing the transport.

16. In the event of any complications during the performance of the transport, the Contractor is obliged to contact the Principal within a maximum of 15 minutes (at the telephone number provided on the order). The Contractor bears full responsibility for actions or omissions taken without consultation and consent of the Principal, including in particular all costs arising from the actions or omissions.

17. The Contractor is obliged to carry out the transport order personally. The Contractor may subcontract the performance of this contract to a third party only after obtaining the consent of the Principal in the documentary form, otherwise null and void.

18. The driver should protect the vehicle together with the consignment against burglary with particular care. Subject to the provisions of points 16 and 17, the Contractor is obliged to make stops only in a guarded car park, which is understood as a car park that has "guarded" in the name and issues a vehicle acceptance receipt for custody / supervision.

19. Apart from the guarded car park, only the necessary stop is allowed, resulting from:

1. the necessary stoppage, forced by the regulations on observing the driver's working time,
2. loading and unloading operations,
3. the need to refuel,
4. the need to use the toilet at the petrol station,
5. the need to call for help in the event of a breakdown or road accident.

20. Stop during a break during the driver's work must take place in parking lots for trucks, which are lit, monitored or supervised.

21. In the event of loss, partial loss or damage to the shipment, the Contractor is obliged to draw up a report specifying the condition of the shipment and the circumstances of the damage, and immediately inform the Principal of all facts and arrangements.

22. No refusal on the part of the Contractor, sent within 30 minutes of sending him a transport order by fax or e-mail, is tantamount to accepting such an order for execution on the terms specified therein. The refusal referred to in the preceding sentence should be sent by fax or e-mail to the number / address indicated in the order.

23. Acceptance of the terms of the engagement is also considered to be any actions aimed at its implementation.

24. In matters not covered by this contract, the relevant provisions of Polish law shall apply, and in the case of international transport, additionally the CMR Convention, and in the case of cabotage transport, the provisions of the country in which the cabotage transport is performed with regard to the rules of performing the contract of carriage.

25. The court having jurisdiction to hear any disputes that may arise from the conclusion or performance of this contract will be the factually competent common court having jurisdiction over the registered office of the Principal. In matters not regulated in the order, the General Conditions of Carriage in version 1.0 will apply, valid from 10/06/2021, available in PDF format at <https://alkla.pl/wp-content/uploads/2021/08/OWU-ALKLA.pdf>

26. The Contractor, by accepting the order, confirms that he has read the General Conditions of Carriage, fully accepts their content, agrees that they constitute an element of the contract between the parties, and declares that he has saved the content of the General Conditions of Carriage on the computer or printed them or otherwise recorded their content in such a way that it can store and reproduce these conditions in the ordinary course of action.

Best regards Polina Mylenkova