



SPEDITIONAUFTRAG NUMER 000915/S/02/2024/D4 vom 14.02.2024

ZLECENIE TRANSPORTOWE NR

z dnia

Verkäufer:

Zleceniodawca:

Kunde:

Zleceniobiorca:

INTERLOGIS POLAND SPÓŁKA Z OGRANICZONĄ

ODPOWIEDZIALNOŚCIĄ

ul. Wiertnicza 34

PL02-952 Warszawa

VAT ID: 9512364106

Fürst Transporte GmbH

Kurze Straße 2

DE 31832 Springe

VAT ID: 310961055

1. LADUNG:

ZALADUNEK:

Datum: 15-02-2024 09:00 - 14:00

Data:

Adresse: **Alfons Greiwing**

Miejsce: Am Schornacker 96 - 99

DE 46485 Wesel

Hinweise: loading ref: 1003723

Uwagi:

Menge: 1,00 FTL

Ilość:

Gewicht: 24,00 T

Waga:

2. ENTLADUNG:

WYŁADUNEK:

Datum: 16-02-2024 08:00 - 11:00

Data:

Adresse: **Silgan White Cap**

Miejsce: Hansastr. 4

DE 30419 Hannover

Hinweise: Proszę o wysłanie CMR od razu po rozładunku na maila

Uwagi: Wymagamy oryginalnych dokumentów wysłanych na adres:

Interlogis Poland Sp.z o.o.: Wiertnicza 34, 02-952 Warszawa

Menge: -1,00 FTL

Ilość:

Gewicht: -24,00 T

Waga:

Fracht: 430,00 EUR (ALL IN)

Fracht:

Zahlungsbedingungen: **UEBERWEISUNG - 45** tage von dem Datum eines Bekommen der richtig ausgestellt Faktur und Lieferung

CMR

Forma płatności: **PRZELEW** w terminie **45** dni od daty otrzymania prawidłowo wystawionej faktury i dostarczenia CMR

Erforderliche Dokumente:

Beschreibung: CZĘŚCI MASZYN

Paletten ersetzen: NIE

Towar:

Gewicht: 24,00 T

Menge

1,00

Verpackung: FTL

Temp.:

Waga:

Ilość:

Opakowanie:

Länge: 13,60

Długość:

LKW: WPR 7179N / DWR2017R

Numer rejestracyjny pojazdu:

PLANDEKA 13,6m

Fahrer:

Kierowca:

Please send an electronic delivery confirmation by email or mms to the person ordering the transport within 24 hours of unloading.

Please issue an invoice in the month in which the service was provided.

Supporting documents must be sent within 14 calendar days of the service being provided.

Delivery of invoice and documents later than within 14 days extends the deadline by 30 days, later than within 21 days - by 60 days, later than within 30 days - by 120 days.

A complete set of documents consists of:

- VAT invoice

- Set of CMR documents

- Signed and stamped transport order.

For enquiries regarding payment terms and matters relating to invoices or documents, please email: faktury@interlogis.eu

We do not provide such information by phone.

PROVISIONS OF THE CONTRACT OF CARRIAGE

CONCLUSION OF THE CONTRACT

1. Please confirm the terms of the order with your signature and stamp and send a scan back to the Ordering Party. Failure to refuse the order within 1 hour of the receipt of the transport order by the Contractor shall mean the conclusion of the contract under the terms of this order.

2. No amendments to the terms of this order are accepted by the Ordering Party - any modifications to the order by the Contractor do not alter the original terms of the order.

3. If, as a result of changes in legislation, any part of the provisions of this Order would become ineffective due to illegality, this shall not affect the effectiveness of the entire contract. In the event of invalid or unlawful provisions, the provisions of generally applicable legal acts shall replace them.

4. In matters not covered by this order, the provisions of the law, in particular the Carriage Law Act [Ustawa Prawo Przewozowe] and the CMR Convention, the Civil Code

and the law of the receiving State shall apply as appropriate.

WITHDRAWAL/TERMINATION/IMPROPER PERFORMANCE OF THE CONTRACT

5. Unless otherwise agreed between the parties, the Ordering Party may withdraw from the contract, without any financial consequences, no later than 2 hours before the planned loading and/or within 2 hours of sending the order to the Contractor, by notifying the Contractor by telephone, sending a confirmation of withdrawal by email or fax. Withdrawal from the contract by the Ordering Party later than 2 hours after sending the order to the Contractor and at the same time less than 2 hours before the planned loading shall result in a compensation payment of EUR 50.00.
6. The Contractor shall be entitled to a standby compensation for the truck drive in the absence of goods at the place of loading in the amount of EUR 50.00 for international transport, PLN 100.00 for domestic and/or cabotage transport. The Contractor shall issue a debit note in this case, whereby the terms of the invoice payment order 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 not there. The confirmation shall include at least the shipper's stamp.
7. The Contractor's withdrawal from the performance of the contract of carriage after its conclusion shall result in the Contractor's obligation to pay a contractual penalty in the amount of the agreed freight amount.
8. Failure to provide the means of transport, departure from the place of loading without the goods, departure from the place of unloading without the goods being unloaded and/or delayed provision of the means of transport at the place of loading shall result in the Contractor being obliged to pay a contractual penalty in the amount of the freight for international transport and twice its amount for domestic and/or cabotage transport.
9. Delay in delivery shall result in the Contractor being obliged to pay a contractual penalty in the amount of the freight for international transport and twice its amount for domestic and/or cabotage transport.

INVOICES/DOCUMENTATION

10. Please send a legible photo/scan of the transport document confirming delivery electronically by email or mms to the person ordering the transport within 4 hours of unloading. Failure to send such confirmation within the time limit specified above will result in a contractual penalty of 10% of the freight being charged to the Contractor.
11. Please issue the invoice in the month in which the service was provided. The invoice should indicate bank account numbers for PLN and EUR. In the case of payment in EUR, the exchange rate from the National Bank of Poland's table for converting VAT from the day preceding the unloading. We do not accept collective or summary invoices. We declare that we are a VAT payer and authorise you to issue the invoice without our signature.
12. The following are regarded as a complete set of transport documents: a complete set of CMR consignment notes and/or other documents fulfilling the role of a consignment note/waybill, goods dispatch note (WZ), Lieferschein, Bon de Livraison or other similar document, EUR1 certificate of origin, pallet receipt document [kwit paletowy], in the case of temperature-controlled transport a thermograph printout for the entire period of transport, and signed and stamped transport order. The complete transport documentation must be sent to the Ordering Party's address within 14 calendar days from the date of transport completion (unloading of the shipment). In case of delay in sending the documentation, the Ordering Party shall have the right to charge the Contractor with a contractual penalty amounting to 2% of the freight for each day of delay, but not higher than 100% of the freight.
13. Claims and debts arising from this contract may not be assigned to third parties without the written consent of the Ordering Party.
14. For enquiries regarding payment terms and matters relating to invoices or documents, please email: fakture@interlogis.eu <<mailto:fakture@interlogis.eu>> We do not provide such information by phone.

CARRIER-RELATED REQUIREMENTS

15. The Contractor shall have:
- a) the licences, authorisations, permits or concessions required by law to carry out the activities within the scope of the contracted transport operations,
- b) appropriate means of transport, as required for the proper performance of the contracted transport operations,
- c) a valid road haulier's third party liability insurance policy, with full cover (meaning no exclusions for theft and robbery) and with a sum insured corresponding to the value of the property entrusted for carriage.
16. The Contractor shall comply with all applicable laws. In particular, the Contractor shall perform the transport in accordance with:
- a) the Act of 9 March 2017 on the monitoring system for the road carriage of goods [Ustawa o systemie monitorowania drogowego przewozu towarów],
- b) the national legislation of the countries in which the transport is carried out (including transit) relating to the posting of workers in the framework of the provision of services, including minimum wages, if this legislation also covers the international transport sector and/or cabotage in the country concerned,
- c) Regulation (EC) No 1072/2009 of the European Parliament and of the Council,
- d) Regulation (EC) No 561/2006 of the European Parliament and of the Council,
- e) for the carriage of cargo subject to a relevant customs procedure: the relevant customs regulations.
- f) in the case of the carriage of goods classified as ADR: the relevant provisions governing the rules and requirements for the carriage of such materials.
17. The Contractor must carry out the carriage using its own vehicles. The Contractor may not subcontract this carriage to another party without the written consent of the Ordering Party. Violation of this provision shall result in a contractual penalty of 100% of the freight charged by the Ordering Party.
18. In the event that it is necessary to neutralise documents (in particular, by not disclosing the actual place of origin of the goods and/or invoices and/or other transport-related documents at the place of loading and/or unloading), the Contractor shall act in accordance with the Ordering Party's guidelines. Failure to neutralise in accordance with the Ordering Party's guidelines shall result in the Contractor's obligation to pay to the Ordering Party a contractual penalty amounting to 100% of the agreed freight.
19. The Contractor, without the written consent of the Ordering Party, shall not:
- a) carry additional cargo/commodities on the vehicle in addition to the goods which are the subject of this order,
- b) tranship the goods which are the subject of this order.
- A breach of this provision (a) and/or b) shall result in a contractual penalty of 100% of the freight being charged by the Ordering Party.
- 20) The Contractor shall immediately (i.e. within 30 minutes of the occurrence of the event) notify the Customer of any obstacles related to the execution of the order, in particular those that may affect the delay of the vehicle's arrival for loading and/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 obliged to pay a contractual penalty in the amount of the agreed freight amount.

VEHICLE-RELATED REQUIREMENTS

21. Any vehicle provided by the Contractor for loading shall be:
- a) licensed,
- b) technically sound in accordance with EU requirements,
- c) in the case of an order for the transport of perishable foodstuffs, the vehicle must have ATP certificates, as required by law, and must be equipped with a thermograph with temperature print-out capability; the driver at loading must have a trailer wash and disinfection book (the Contractor, at the request of the Ordering Party, must present a trailer (containers, tanks, accessories, if applicable) wash certificate) and a valid sanitary certificate [książeczka sanepidowska].
- d) with a disinfected, clean, dry, odour-free and contamination-free (i.e. no foreign bodies, pest residues, packaging material, chemical or other contaminants, etc.) loading surface,
- e) with appropriate ADR equipment in case of carrying ADR goods.
- Failure to comply with any of the conditions set out in this clause shall result in the Contractor being liable to pay a contractual penalty in the amount of the agreed freight.
22. The loading vehicle must be equipped with: thermometer, protective clothing (protective footwear with metal "toes", reflective safety vests, protective goggles and helmet, work gloves), tightening belts (min. 500daN) min. 6 units for vehicles up to 3.5t GVW and 16 units for vehicles above 3.5t GVW, corners, angle irons, a set of anti-slip mats (for the entire load area), customs secure fastening rope, seal. If a vehicle is delivered for loading without the required equipment, the Contractor shall be obliged to pay a contractual penalty in the amount of the agreed freight.

DRIVER-RELATED REQUIREMENTS

23. The Contractor's driver must have the legally required driving licence and must be trained to carry out the transport (including health and safety training, ADR training, etc.).
24. The Contractor undertakes to ensure that the driver complies with in-house regulations regarding behaviour at the premises of the consignor and consignee of the goods. The Contractor also undertakes to ensure that the driver (as a representative of the Ordering Party to his customers) behaves in a polite and professional manner at the places of loading and unloading of goods. The driver carrying out the transport shall observe basic rules of personal hygiene. Violation 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.
25. The driver should have blank CMR consignment note forms for loading.
26. At the place of loading, the driver is obliged to collect the following documents: goods dispatch note (WZ), pallet receipt documents, original invoice with stamp and signature, consignment note, CMR, goods specification, EUR1 certificate of origin, pallet receipt document and, depending on the agreed terms of order, collect or open the customs document himself.

27. The driver is obliged to be present during loading and unloading.

28. 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. If there is no contact with the driver for more than 30 minutes, the Contractor shall pay a contractual penalty of EUR 200.00.

LOADING

29. The Contractor shall, upon acceptance of the cargo for carriage, check the data in the CMR consignment note, waybill or other transport document relating to the quantity or weight of the goods, their characteristics and numbers, and the visible condition of the goods and their packaging. If irregularities are found, the Contractor shall:

a) comment on the CMR consignment note, waybill or other transport document,

b) inform the Ordering Party of any irregularities before leaving the loading site.

If the Contractor is unable to check the consignment note data and has reservations about the condition of the

consignments accepted for carriage, he shall enter them, with justification, in the CMR consignment note, the waybill or other transport document.

30. In the event of any discrepancy between the consignment note and this order (in particular, discrepancies concerning the unloading address), the Contractor shall notify the Ordering Party without delay. Failure to notify will result in the Contractor being fully liable for any damages incurred as a result of the inaccuracy and entitles the Ordering Party to charge the Contractor with a contractual penalty in the amount of the agreed freight.

31. The Contractor shall be fully responsible for the proper stowage and proper protection of the cargo on the vehicle (including against access to the product by third parties) before the start of the journey. The Contractor declares that if it is necessary for the driver to load or unload the goods, this will be done with due care and that the remuneration for loading or unloading by the driver is included in the freight rate (freight).

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

a) check before the start of carriage that the carriage temperature indicated in the consignment note is identical to the carriage temperature indicated in the transport order.

If any difference is found, the Contractor shall immediately report this to the Ordering Party.

b) the Contractor shall measure the temperature of the goods to be loaded and enter the result of the measurement in the consignment note if there is any difference found between the temperature of the goods to be loaded and the temperature indicated in the transport order and/or consignment note, the Contractor shall notify the Ordering Party without delay;

c) in the event that any stipulation relating to damage or failure to observe temperature conditions is entered in the transport documents, the Contractor must send immediately by email or fax a temperature printout for the entire transport period (no later than 1 day after unloading).

d) send the thermograph printout together with the documents and the invoice.

Failure to comply with any of the above obligations (indicated under a), b), c), d) shall entitle the Ordering Party to charge a contractual penalty in the amount of the agreed freight.

TRANSPORT AND UNLOADING

33. The Contractor, if the obligation to park in guarded car parks is written on the first page of this Order, shall make all stops in car parks that meet the following criteria together: an area that is segregated, guarded 24 hours a day, lit at night, equipped with devices blocking entry and exit, which prevent the entry and exit of a vehicle without the authorisation of the person supervising the car park.

34. The Contractor shall, insofar as the obligation to park in guarded car parks is not written on the first page of this Order and insofar as the Contractor's third party liability insurance as a carrier permits parking outside guarded car parks, comply with the following special conditions:

1) Parking of the vehicle with its load is only permitted:

a) in a guarded car park;

b) in a lorry parking area located at a major service station which: is open 24 hours a day, whose premises are monitored and lit, and which is located directly on a major road [which is considered to be a motorway, an expressway, an international road / European routes marked with a one or two or three digit number preceded by the letter E, and a road with national road status];

c) on the premises of a transportation depot or other place of business of the Ordering Party, provided that the place is fenced, locked, lit during night-time hours and remains under 24-hour surveillance, which also controls entry and exit;

d) at the place of loading or delivery, provided that parking is within a fenced and supervised area at the disposal of the shipper or consignee (a public/accessible area in the immediate vicinity of the premises of the shipper or consignee, including visitors' parking areas which are outside the fenced and supervised area of the premises of the shipper or consignee, is not considered a loading or unloading place);

e) in a car park located immediately adjacent to a hotel/motel situated on a major road, provided that the car park is suitable for the parking of heavy goods vehicles;

f) at a car park suitable for the parking of heavy goods vehicles [e.g. a MOP] located immediately adjacent to a motorway or an expressway.

2) Parking outside the parking areas described in 34.1 above is acceptable only when it is necessary as a result of:

a) a breakdown of the vehicle which makes it impossible to continue driving safely;

b) a road traffic accident involving the vehicle;

c) the need to provide assistance to victims of a road accident - to the extent necessary under the law, provided that such a stop is made at the nearest possible place in the immediate vicinity of the road accident in which stopping / parking the vehicle will not create a road hazard;

d) the necessary refuelling or resupply of operating liquids, to be carried out at a petrol station, with a stoppage not exceeding 60 minutes;

e) the necessity to fulfil the necessary customs formalities connected with the performance of transport and formalities connected with crossing the state border, border control, customs clearance, ferry clearance as well as waiting for these activities - provided that the stop resulting from the waiting takes place at a parking lot/designated parking place located directly at the customs terminal (customs office) / border terminal (border crossing) / ferry terminal;

f) the payment of toll road tolls;

g) a roadside inspection or other stop directly resulting from an order issued to the Contractor by an authority or service with such powers;

h) an order issued by an authorised authority (police, road transport inspectorate and other authorised public services) at a place indicated by it;

i) carrying out loading, reloading, handling, transshipment and unloading operations (including waiting for these operations to commence) at the loading or unloading place, as long as the stop is within a fenced and supervised area (a public/accessible area in the immediate vicinity of the premises of the shipper or consignee, including visitor parking areas outside the fenced and supervised area of the premises of the shipper or consignee, is not considered a loading or unloading place).

3) A necessary stop with leaving the vehicle is permissible in the event of sudden illness of the driver, making it impossible for him to continue driving safely, provided that this circumstance is confirmed by medical services which have provided the necessary medical assistance to the driver. Such a stop should, if possible, take place at one of the places indicated in 34.1 above, but if the driver's condition does not allow access to such a place, then such a stop must take place at the nearest possible place where stopping/parking the vehicle will not create a road hazard.

4) The burden of proof for the circumstances referred to above shall lie with the Contractor. Each stop referred to in this paragraph must be shown in the tachograph records.

5) During each stop, the driver is obliged - when leaving the vehicle - to lock it tightly and activate all installed mechanical security devices, alarm, immobiliser, etc., and take with him the vehicle documents and documents relating to the carriage to be performed when leaving the vehicle.

35. The Ordering Party shall have the right to check the punctuality of the order (indication of current location and scheduled time of delivery). Provision of false information by the Contractor will result in a contractual penalty of EUR 200.00 being imposed on the Contractor.

36. Deliberate provision of incorrect information (misleading the Ordering Party) about the location of the means of transport carrying the goods under this order shall result in the Contractor's obligation to pay a contractual penalty in the amount of the agreed freight rate.

DOWNTIMES AND STOPPAGES

37. Any downtime in the course of the performance of carriage must be reported to the Ordering Party without delay. The time free of parking fees related to loading, possible customs clearance, unloading is 48 hours for each single stop. The Contractor shall be entitled to parking fees for the time exceeding 48 hours at the place of loading, customs clearance, unloading if the stoppage is immediately reported to the Ordering Party during its duration and documented with 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 downtime documented and confirmed in such a way is set at EUR 100.00 per each full day of stoppage in the case of international transport, and at PLN 100 per each full day of stoppage in the case of domestic and/or cabotage transport. The parking charge shall not apply for stops on Saturdays and Sundays, public holidays and non-working days and/or for reasons attributable to the Contractor.

PALETS

38. The replacement of pallets and loading equipment shall be deemed to have been agreed, unless otherwise agreed by the parties. The driver's signature of the pallet receipt document shall constitute confirmation that he has received pallets of the number and type specified on the said document and that he has no reservations as to their quality. Any differences in the quality and quantity of pallets resulting from the aforementioned provisions may constitute grounds for claims by the Ordering Party.

39. In the case of an obligation to replace pallets on loading, the Contractor shall confirm the replacement with a pallet receipt document or other appropriate document.

Failure to replace the pallets shall result in the Contractor's obligation to pay a contractual penalty of EUR 20.00 per pallet. Failure to provide a pallet receipt document confirming the pallet replacement within 14 days from the date of unloading the consignment will be treated as a lack of replacement and will result in the aforementioned contractual penalties.

40. If the pallets must be returned to the shipper, the Contractor undertakes to do so within 14 days of the date of service completion and to document the return with a pallet receipt document or other appropriate document. Exceeding the aforementioned deadline, failure to provide pallet return documents within 21 days from the date of unloading the shipment, and/or failure to return the pallets shall result in the Contractor's obligation to pay a contractual penalty of EUR 20.00 per pallet.

TRADE SECRET/CUSTOMER PROTECTION

The Contractor undertakes to refrain from any activities (including any forms of communication) aiming at establishing cooperation with the Ordering Party's customers (which should be understood as the direct Ordering Party of Interlogis Poland Sp. z o.o., the entity where loading or unloading takes place and the consignors and consignees of cargo indicated in the order and/or the consignment note) for a period of 15 months from the moment of receiving this order - regardless of whether the service has been provided by the Contractor. The aforementioned prohibition includes, in particular, any form of offering by the Contractor of its own or third-party services to the aforementioned Customers. The Contractor undertakes not to undertake the aforementioned activities also through companies linked to the Contractor 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 100,000.00 (in words: one hundred 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.

42. Above and beyond the above, all information contained in this order, as well as that acquired by the Contractor during the performance of the contract, is confidential and constitutes a trade 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 of EUR 100,000.00 (in words: one hundred thousand EURO) for each breach.

OTHER PROVISIONS

43. The Ordering Party reserves the right to claim damages in excess of the contractual penalties stipulated in this order on general basis. The Ordering Party shall be entitled to claim contractual penalties from the Contractor at its discretion, as well as cumulatively.

44. The Contractor agrees to deduction of any claims of the Ordering Party under this contract of carriage from the Contractor's remuneration for the services performed and from any other claims to which the Contractor is entitled against the Ordering Party.

45. For cabotage operations in Germany, the Contractor's upper limit of liability shall be 40 SDR per kilogram of gross weight of the consignment, excluding damage caused by gross negligence or wilful misconduct.

46. The parties undertake to resolve disputes amicably. If no agreement is reached, the competent court for the Ordering Party's registered office shall have jurisdiction.

Wojciech Pawelec

Imię, nazwisko i podpis osoby zlecającej