

General Terms and Conditions of Carriage of STALKO Przybysz i Wspólnicy Sp. z o.o., 20th April 2026

I. GENERAL PROVISIONS

1. The Contractor declares that the agreed transport order has been delivered, with the Contractor's consent, to the email address indicated by the Contractor.
2. The Contractor has the right to withdraw from this agreement within 30 minutes from the delivery of the order to their email address.
3. Any corrections or changes made by the Contractor to the content of the order shall require the written approval of the Ordering Party to be valid.
4. The Contractor is obliged to hold a valid and paid Carrier's Liability Insurance (CMR insurance), as applicable to domestic or international transport, with a minimum insured sum of EUR 250,000. The policy must cover the full scope of insurance, including liability for theft and robbery, and must not exclude coverage for the type of goods transported or the territory of the country where the transport is performed.
5. The Contractor is obliged to perform the transport personally. Subcontracting is permitted only upon prior written consent of the Ordering Party.
6. For a period of 6 months from the execution of this order, the Contractor undertakes not to engage in activities competitive with the Ordering Party. Competitive activity shall mean the performance of transport services for entities whose data were obtained by the Contractor in connection with this order.
7. The Contractor may not assign to third parties any rights or obligations arising from this order, including receivables due for the performance of the order, without the Ordering Party's written consent.
8. The Contractor is entitled to set off (compensate) receivables only if such receivables have been approved in writing by the Ordering Party's Receivables Controller.
9. The Contractor undertakes to strictly comply with all regulations governing drivers' work, in particular those concerning working time, remuneration, and minimum wage requirements applicable in all European countries.
10. The Contractor declares that procedures to prevent smuggling and the transport of illegal migrants have been implemented and applied, also that drivers have been obliged to comply with such procedures, as confirmed by signed appropriate statements.
11. The Contractor declares that neither they nor their employees, representatives, intermediaries, or other entities acting on their behalf have accepted any financial or other benefits intended to unlawfully influence the conclusion of the Order or to act contrary to good practices, and that they are not aware of any such arrangements.
12. STALKO Przybysz i Wspólnicy Sp. z o.o., with its registered office in Zielonka, declares that it holds the status of a large enterprise within the meaning of applicable laws.

II. RULES FOR THE PERFORMANCE OF TRANSPORT

13. The vehicle set used for transport must be fully functional, with a sealed, clean and odor-free cargo space, and equipped with at least: 16 certified lashing straps, a complete set of load securing boards, two shoring bars, 32 corner protectors, and anti-slip mats.
14. Refrigerated trailers, in addition to the applicable requirements listed in point 13, must have a fully functional cooling unit and the ability to maintain the temperature specified in the order. Confirmation shall be provided by a thermograph printout.
15. In temperature-controlled transport, the Contractor must strictly comply with the temperature specified in the transport instructions and the required vehicle type (isotherm).
16. In the case of transport of dangerous goods (ADR), the Contractor must strictly comply with all applicable legal regulations governing such transport.
17. The driver indicated by the Contractor shall, during the performance of the order, be obliged to:
 - a) be present during the loading and unloading of the entrusted cargo;
 - b) properly arrange and secure the cargo, including compliance with axle load limits;
 - c) verify the completeness of transport documentation and its consistency with the actual cargo (quantity, weight, characteristics, features and reference numbers) and the received transport order;
 - d) check the condition and packaging of the cargo and note any remarks in the waybill/CMR in the presence of the unloader/loader;

- e) confirm receipt of cargo by entering the driver's name and surname, vehicle registration numbers, and any remarks on the method of loading or the condition of the cargo in the waybill/CMR;
- f) lock the vehicle to all factory-installed locks and activating anti-theft devices, when leaving the vehicle cabin or otherwise being unable to supervise the vehicle;
- g) in the event of damage, prepare detailed photographic documentation showing damage, cargo arrangement and securing measures.

18. The Contractor is responsible for loading, including the proper distribution and securing of the cargo as well as compliance with axle load limits. If loading is carried out by the loader, the Contractor must verify its correctness including the placement of the cargo on the trailer, compliance with permissible axle loads, and proper securing for transport.

19. The Contractor may not interfere with the integrity of the cargo, in particular by depalletizing, stacking, or reloading without the Ordering Party's consent.

20. The Contractor must immediately report any obstacles to the proper execution of the order.

21. The Contractor must send legible scans or photos of all transport documents to the Ordering Party's forwarder within 48 hours after unloading.

22. Any delays in loading or unloading must be immediately reported by email and phone to the Ordering Party, and confirmed by the loader/unloader in the vehicle downtime card. Otherwise, claims for demurrage shall be deemed invalid.

23. The agreed remuneration covers waiting time up to 24h (for domestic transport) or 48h (for international transport) as well as downtime hours on Saturdays and public holidays. Beyond these limits, the Contractor is entitled to additional remuneration for the completed service of EUR 25 (domestic) or EUR 50 (international) for each full 24-hour period of downtime. The maximum remuneration for this shall not exceed EUR 100 for domestic transport and EUR 200 for international transport.

24. The Contractor is obligated to complete the order without additional stops. If necessary, the Contractor must park loaded vehicles only in secured parking areas (ensuring the highest possible level of security). Exceptions are permissible only in if the following cases:

- a) an accident or vehicle breakdown preventing the safe and lawful continuation of driving;
- b) waiting for the cargo delivery at the place of delivery;
- c) the need to help victims of an accident;
- d) carrying out customs formalities or formalities related to travel on toll roads;
- e) the sudden illness of the driver, making it impossible to continue driving;
- f) a decision of a control authority or other authority, or the need to wait before crossing a national border;
- g) compliance with drivers' working time regulations, refuelling, replenishment of other fluids or consumables necessary for safe driving, as well as using sanitary facilities, or having a meal; in such cases, stops may take place at a parking areas at a petrol stations, hotels, motels, restaurants, or in designated areas for heavy duty vehicles, excluding forest or field parking areas.

25. Unloading is permitted only at the place and time specified in the order. Any modifications of the place or time of unloading require the express consent of the Ordering Party. If a document received by the Contractor at the loading place contains data inconsistent with this order, the Contractor is obliged to clarify and agree on any discrepancies with the Ordering Party before performing the order.

26. The Ordering Party may change the place of delivery. If the Contractor incurs additional costs as a result, the Contractor's remuneration shall be calculated as the product of the additional kilometres driven and the rate per kilometre agreed for the given order.

27. Returnable pallets must be returned within 30 days to the loading place or another location designated by the Ordering Party, unless otherwise stated in the "Notes" section. The Contractor must also provide properly confirmed pallet settlement documents (DPL, PAKI).

28. For non-returnable pallets, the Contractor is required to obtain appropriate documentation confirming no exchange (DPL, PAKI) and include a note in the transport documents, confirmed by the loader/unloader, stating that the pallets were not exchanged.

29. The driver may not refuse to collect pallets from the consignee.

III. CONTRACTUAL PENALTIES

30. The Ordering Party may impose penalties, in the following cases:

- a) EUR 500 for unauthorized subcontracting;
- b) EUR 20,000 for breach of a non-compete obligation;
- c) 50% of remuneration for late vehicle arrival;
- d) 200% of remuneration for failure to provide a vehicle;
- e) in case of damage, EUR 250 for driver's absence during loading/unloading (unless the driver's presence is refused by the loader or unloader, provided that an appropriate entry is made in the transport documents confirmed by the signature of the loader or unloader, respectively, or if making such an entry is not possible, the Ordering Party's forwarder is immediately informed);
- f) EUR 20 per pallet-related for pallet violations;
- g) EUR 30 for exceeding the 48-hour deadline for delivering scans or photos of transport documents to the e-mail address of Ordering Party's forwarder.

31. If penalties referred to in point 30 do not fully cover the damage incurred, the Ordering Party may claim additional compensation under the general rules of law.

32. The Ordering Party may offset the penalties against the Contractor's remuneration, even if such penalty is not yet due.

IV. SETTLEMENT OF THE ORDER

A. General Invoicing Rules

33. The Contractor must issue a VAT invoice in EUR.

34. The invoice must include a bank account number for payments in EUR. Providing an account in a different currency releases the Ordering Party from liability for any differences resulting from currency conversion by the bank.

35. The invoice must include the transport order number. A single invoice may cover one transport service/order. Collective invoices are not accepted.

36. The invoice, together with a complete set of original transport documents confirmed by the consignee (stamp and legible signature) must be delivered within 10 days from the date of unloading. Transport documents must be described with the number of the transport order to which they relate.

37. Failure to comply with the requirements set out in Chapter IV or exceeding the 10-day deadline for the delivery of the original transport documents shall entitle the Ordering Party to charge an administrative fee of EUR 50 for each violation. The fee will be deducted from the remuneration due to the Contractor, to which the Contractor hereby agrees.

B. Electronic Document Circulation

38. The electronic circulation of documents shall apply only in cases where, under separate agreements, the Contractor is not obliged to provide the Ordering Party with the original transport documents. Such agreements do not exclude the need to deliver original pallet settlement documents.

39. The invoice with the complete set of the transport documents must be sent in PDF to: fakturowanie@grupastalko.pl within 10 days from the date of unloading.

40. The PDF file containing the transport documents must be named by the Contractor using the first 6 digits of the transport order number. Each file may contain only transport documents related to a single order.

41. Documents must be complete and legible.

42. Email subject must include the first 6 digits of the transport order number.

C. Payment Terms

43. The remuneration covers all costs related to the proper execution of the order.

44. The remuneration includes EUR 50 for special interest in delivery declaration.

45. The payment term specified in the order shall commence on the date of delivery of the invoice together with a complete set of original transport documents.

46. If no original transport document required, payment term shall commence on the date the electronic documents are delivered to the Ordering Party, in compliance with the conditions specified in clauses 39–42.

47. Invoices and transport documents delivered after 3:00 PM, on Saturdays, or on non-working days shall be deemed delivered on the next business day.

48. The payment term for any additional claims of the Contractor related to the performance of the transport order shall be calculated under the same conditions as the payment term for the remuneration for the completed transport.

49. In the event of a complaint regarding the condition of the cargo or the performance of this order, settlement between the parties shall take place after completion of the complaint or investigation procedure.

50. The date of payment shall be deemed to be the date on which the Ordering Party's bank account is debited. If the payment due date falls on a statutory holiday or a Saturday, the transfer shall be executed on the next business day, which shall be deemed as meeting the payment deadline.

D. Discount (SKONTO) - possibility of using a shorter payment term

51. The Contractor may apply an early payment discount if the order is properly executed.

52. Available options:

a) 3% – 7 days;

b) 2% – 14 days.

53. The invoice must reflect the discount or or be accompanied by a correction invoice.

54. 54. The envelope containing the invoice and original transport documents must be marked "SKONTO".

V. PERSONAL DATA PROTECTION

55. STALKO Przybysz i Wspólnicy Sp. z o.o. with its registered office in Zielonka (05-220), Poniatowskiego 65 (VAT ID: PL1250022090) is the Data Controller.

56. STALKO has appointed a Data Protection Officer, contact at: rodo@grupastalko.pl.

57. The full privacy policy and information clauses are available at: www.grupastalko.pl.