GENERAL TERMS AND CONDITIONS OF CARRIAGE FOR CARRIERS
(hereinafter referred to as the "GTC")

I. Definitions

The following terms shall have the meanings assigned below:

1. **Principal** – Formodal sp. z o.o. (Ltd.) with its registered office in Warsaw.
2. **Carrier** – an entrepreneur who has concluded a Carriage Agreement with the Principal in connection with its business activity.
3. **Parties** – jointly, the Principal and the Carrier.
4. **Shipper** – an entity handing over the Consignment for carriage (if other than the Principal).
5. **Consignee** – an entity to which the Consignment is addressed.
6. **Carriage Agreement / Agreement** – an agreement concerning the performance of the service of carriage of goods concluded between the Parties on the Service Terms of Carriage.
7. **Transport Order** – an offer to conclude a Carriage Agreement submitted to the Carrier by the Principal by e-mail or through an ICT system, containing at least the essential terms of the carriage, including: the Shipper's and the Consignee's details, the place and date of loading and unloading, the type and quantity of the goods (the Consignment), the requirements for the means of transport, and the amount of remuneration (freight). The Transport Order becomes binding upon the Carrier's unconditional acceptance, which may occur expressly or impliedly—by commencing performance of the order.
8. **Service Terms of Carriage** – detailed arrangements concerning performance of the carriage, in particular: the place of loading and unloading, vehicle reporting and delivery deadlines, requirements for the means of transport, load securing, carriage documentation and other instructions given by the Principal and accepted by the Carrier. Such terms may arise from an individual order, the Principal's instructions, provisions of law, these General Terms and Conditions of Carriage or separate arrangements between the Parties made in any form.
9. **Consignment** – goods handed over to the Carrier by the Shipper on the basis of a Transport Order, intended for delivery to the Consignee at a specified place and time, in the form of containerised carriage. A Consignment may comprise one or more containers carried under one Transport Document. The obligation to secure the cargo inside the container rests with the Shipper at loading and with the Consignee at unloading. Containers must be properly balanced and prepared for transport, in accordance with applicable laws, technical requirements and safety standards, to protect other cargoes, the means of transport and third parties.
10. **Freight** – the remuneration due to the Carrier for the carriage performed in accordance with the Transport Order and these terms. Freight includes all costs related to the performance of the carriage, including road tolls, driver's remuneration, fuel costs and other expenses in particular specified in the Transport Order, unless the Parties agree otherwise.
11. **Carriage Service** – the actual performance of the carriage of the Consignment by the Carrier on the route specified in the Transport Order and the corresponding Transport Documents, from the loading point (point A) to the unloading point (point B).
12. **Transport Document / Consignment Note** – a document confirming acceptance of the Consignment for carriage and the course and performance of the carriage, in particular the CMR consignment note.
13. **Electronic System** – electronic means of communication used by the Principal to issue Transport Orders and correspond with the Carrier, in particular: Trans.eu as a communicator used during negotiations and conclusion of the agreement, e-mail as

a channel for concluding the agreement, and WhatsApp as an operational communication tool after the agreement is concluded.

14. **Business Day** – a day from Monday to Friday between [8]:00 and [16]:00, excluding public holidays falling within that period in the territory of the Republic of Poland.
15. **Force Majeure** – an external event, beyond the Parties' control, impossible to foresee and prevent, wholly or partially preventing performance of an obligation, in particular: natural disasters, catastrophes, acts of war, riots, acts of terrorism, disruptions at seaport, rail or other terminals involved in container carriage, as well as extraordinary events at sea, on roads or railways.

II. Scope of Application

1. These General Terms and Conditions of Carriage ("GTC") apply to all Carriage Agreements concluded between the Principal and the Carrier, the subject of which is the paid performance of a Carriage Service for the Principal.
2. The provisions of the GTC form an integral part of each Carriage Agreement, unless the Parties expressly and in documentary form decide otherwise.
3. The GTC apply regardless of the form in which the Carriage Agreement is concluded—including agreements concluded on the basis of an accepted Transport Order without a separately signed contract document.
4. In the event of any conflict between the provisions of the GTC and the Parties' individual arrangements contained in the Carriage Agreement or the Transport Order, the provisions of the GTC shall prevail.
5. The GTC do not apply to carriages performed solely on the basis of other regulations, terms or framework agreements, if they have been expressly accepted by the Principal in documentary form.

III. Subject of the Carriage Service

1. The subject of the Transport Service is the performance by the Carrier, for the benefit of the Principal, of a paid transport of the Shipment from the place of loading to the place of unloading indicated in the Transport Order, as well as the performance of other obligations specified in the Transport Order and in these General Terms and Conditions of Carriage (GTC).
2. The Transport Service also includes all factual and formal activities necessary for its proper performance, in particular: insurance (if agreed by the Parties), loading, securing, transport, unloading of the Shipment, completion of transport documents, and fulfilment of the requirements arising from applicable laws and the arrangements between the Parties, in particular the non-competition obligation.
3. The Carriage Service may also include additional services, provided they are expressly specified and accepted by the Parties in the Transport Order

IV. Conclusion of the Carriage Agreement

1. The Carriage Agreement is concluded upon the Carrier's acceptance of the Transport Order submitted by the Principal. Acceptance may occur expressly (e.g., e-mail confirmation from an address in the @formodal.net domain) or impliedly (e.g., by commencing the carriage).
2. An Order may only be accepted without reservations. With respect to these GTC, the application of Article 68^1 of the Civil Code is excluded. The Carrier may not accept the Order subject to a condition or a time limit.
3. If the Carrier submits a counter-offer to the Principal's offer, such offer is not subject to tacit acceptance and its acceptance requires confirmation in documentary form (including via e-mail, internet communicator or ICT system) under pain of nullity.

4. The Carriage Agreement may be concluded in documentary form, including by e-mail, internet communicator or ICT system.
5. Sending the Transport Order to the Carrier by e-mail, communicator or ICT system by the Principal means that the Carrier had the opportunity to acquaint itself with the General Terms and Conditions of Carriage published on the Principal's website and, by concluding the Agreement, agrees to them.

V. Termination of the Agreement

1. The Principal has the right to withdraw from the Agreement at any time, without stating reasons, but no later than before the Carrier's vehicle is presented at the place of loading. The notice of withdrawal requires documentary form and may be sent to the e-mail address or through the communicator by which the Agreement was concluded.
2. The Principal has the right to immediate withdrawal from the Agreement for reasons attributable to the Carrier, without a prior demand for performance, in particular in the event of:
    a) delay or justified suspicion of delay in vehicle reporting,
    b) the Carrier's declaration of inability to perform the Agreement,
    c) failure to present required documents no later than 24 hours before loading,
    d) presenting a vehicle not meeting the Agreement, the Order or legal requirements,
    e) refusal to perform the Order, lack of contact, failure to provide driver data or vehicle registration numbers,
    f) detection of or justified suspicion of falsification of documents, location data or other information material to performance of the Service.
3. In the event of withdrawal from the Agreement for reasons attributable to the Carrier, the Principal is entitled to impose on the Carrier a contractual penalty equal to 80% of the agreed Freight, but not less than EUR 600. Reservation of a contractual penalty does not exclude the Principal's right to claim damages exceeding its amount.
4. The Carrier is not entitled to any claims arising from termination of the Agreement in the cases referred to in paragraphs 1 and 2 above. In particular, the Carrier is not entitled to reimbursement of costs or remuneration for preparatory actions for the carriage.
5. If the Principal withdraws from the Agreement for reasons not attributable to the Carrier less than 12 hours before the planned loading, the Principal shall pay the Carrier a contractual penalty of EUR 100. The Parties may, however, agree on a different form of satisfaction of claims.
6. Cancellation of an accepted Transport Order by the Carrier, regardless of the time of cancellation, results in the obligation to pay a contractual penalty of 90% of the agreed Freight. This does not exclude the Principal's right to claim further damages.

VI. Amendment of the Transport Order

1. The Principal has the right to amend the Transport Order at any time, to the extent permitted by applicable laws, in particular the Polish Transport Law and the CMR Convention, if applicable.
2. The Principal is obliged to cover only actually incurred, economically justified and duly documented costs directly resulting from an amendment to the Transport Order. Undocumented costs are not refundable.
3. The Carrier has the right to refuse to accept an amendment to the Transport Order only if:
    a) the amendment clearly makes it impossible to perform the service in accordance with the law,
    b) performing the amended Order would expose the Carrier to gross loss, provided that appropriate justification is presented to the Principal in

documentary form without delay, no later than within 1 hour of receiving the amendment.

4. A refusal by the Carrier to accept an amendment to the Transport Order without meeting the conditions of paragraph 3 constitutes improper performance of the Agreement and may constitute grounds for termination for reasons attributable to the Carrier.
5. In the event of an unjustified refusal to accept an amendment, the Principal shall be entitled to charge the Carrier a contractual penalty of EUR 300. Charging a contractual penalty does not exclude the Principal's right to claim damages exceeding its amount, on general principles.

VII. Loading of the Consignment

1. The Carrier is obliged to report the vehicle at the place of loading on time.
2. The performance of loading and unloading operations rests, respectively, with the loader and the consignee. Performance of such operations by the driver without separate arrangements with the Principal is deemed unauthorised interference by the driver at the Carrier's account, risk and responsibility. The Carrier is liable for loading/unloading also if the Parties expressly agree in the Agreement that loading/unloading operations fall within its duties. The Carrier may take part in loading as an observer if not contrary to the regulations in force at the loading/unloading site or an express instruction of the Principal.
3. The Carrier is obliged to collect from the loader the documents necessary for proper performance of the Order, in particular the consignment note, Consignment specifications, certificates of origin, customs documents, etc.
4. The Carrier is obliged to verify the external condition of the container and its proper loading, placement and securing on the means of transport. The Carrier is strictly liable for proper lashing and securing of the container for the duration of carriage, whereas placement and securing of cargo inside the container is the responsibility of the Principal or the entity performing the loading.
5. The Carrier is responsible for proper fastening and securing of the container on the means of transport and is liable in particular for:
    a) damage to the container, other containers or the vehicle/trailer;
    b) administrative fines caused by improper fastening or securing of the container.
6. The Carrier is not liable for placement, fastening and securing of cargo inside the container nor for damage resulting from insufficient, damaged or otherwise improper packaging of the goods, unless reservations in this respect were raised and noted in the Consignment Note at the time of taking over the container.
7. The Carrier is obliged to verify the correctness of the documents received from the loader against the data indicated in the Transport Order, in particular with respect to: container numbers, their weight, the type and quantity of the goods (Consignment), as well as the address and the person of the consignee.
8. If any shortcomings or irregularities are found, the Carrier is obliged to enter reservations in the consignment note and immediately inform the Principal to obtain instructions on further action.

VIII. Settlement of the Carrier's Remuneration

1. The Carrier performs carriage services for remuneration (Freight).
2. Unless agreed otherwise, the Freight stated in the Order is a net amount.
3. Freight is payable to the account indicated by the Carrier on the VAT invoice, within the time limit specified in the Transport Order as a number of days counted from the date the Carrier delivers to the Principal a correctly issued invoice and a complete set of documents.

4. The Carrier must send to the Principal, via the communicator consistent with the hitherto form of communication, a scan or photo of a completed consignment note (CMR) with legible dates of loading and unloading and the shipper's and consignee's signatures and seals—within 24 hours of unloading.
5. Within 14 days of unloading, the Carrier shall deliver to the Principal a VAT invoice (containing the container numbers, bank account number and the amount of the freight) together with the original CMR meeting the conditions of paragraph 4. The documents may be delivered in person or by post.
6. For each day of delay in delivering the Consignment Note, the Principal may charge a contractual penalty of EUR 40. Reservation of a contractual penalty does not exclude the Principal's right to claim damages exceeding its amount.
7. If the Freight is specified in a foreign currency, the Carrier is obliged to issue a dual-currency invoice, both in the Order currency and in PLN (including the account numbers for both currencies). Conversion into PLN is made at the average exchange rate for the given foreign currency announced by the National Bank of Poland on the last Business Day preceding the date the currency obligation arose.
8. If a customs procedure occurs within the carriage, the Carrier is obliged to send, together with the invoice, appropriate documents confirmed by the competent customs authority. Failure to deliver these documents on time obliges the Carrier to reimburse all costs related to charges imposed on the Principal by a customs office, tax office or other institution.
9. The Carrier authorises the Principal to unilaterally set off any mutual claims, including unmatured claims, arising from performance of the Transport Order.
10. The Principal may make set-offs on a continuous basis, in particular when issuing debit notes or by reducing payments of the Freight.
11. The Carrier may set off only claims acknowledged by the Principal in writing or confirmed by a final court judgment. In all other respects, the Parties exclude the Carrier's right of set-off.

IX. Documentation

1. The Carrier bears full responsibility for correct and accurate completion of the consignment note (CMR), including completeness of data and their conformity with the Agreement and the actual course of carriage.
2. If the consignment note is filled in by the Carrier on the basis of information received from the Principal or the loader, it is deemed—under Article 7(2) of the CMR Convention—that the Carrier acted in its own name and at its own risk, unless the Parties have agreed otherwise in writing.
3. The Principal is not liable for errors in the consignment note made by the Carrier, even if the data originated from the Principal or its counterparty, unless they were communicated in writing, in an unambiguous manner and contained obvious inaccuracies.
4. The Carrier represents that it:
    a) holds a valid and paid-up carrier's liability insurance policy covering damage caused during carriage, including in particular loss, shortfall, theft, robbery, disappearance or damage to goods entrusted for carriage, as well as goods covered by the Carriage Agreement, and the territorial scope of the carriage performed under the Carriage Agreement. The sum insured (guarantee amount) should in each case be adequate to the value of the Consignment, but not less than EUR 100.000 per each insured event (accident);
    b) has the necessary knowledge and holds all necessary permits and licences to conduct business within Poland and abroad;
    c) undertakes to perform services in compliance with regulations on drivers' working time and to observe applicable traffic restrictions. If, as a result of inspections by competent authorities, a fine or monetary penalty is imposed

on the Principal for this reason, the Carrier is obliged to cover them or, if that is not possible, to pay the Principal compensation equal to such fines or penalties;

d) is aware of foreign regulations requiring drivers to be paid remuneration for working time within the territory of a given EU Member State in accordance with that State's legislation, applicable to the Carrier in the event of posting of a driver to work in that country, and complies with such regulations. In the event of a breach of said regulations by the Carrier or persons used by it to perform this Carriage Agreement and claims being brought against the Principal by third parties (including the imposition of penalties), the Carrier undertakes to pay the Principal compensation equal to the liabilities with which the Principal is charged.

X. Performance of the Order

1. Before commencing the service, the Carrier is obliged, upon the Principal's request, to provide the Principal with data identifying the driver and the vehicle, in particular: the driver's name and surname, the driver's contact telephone number, the registration numbers of the vehicle and trailer, and the driver's identity document number.
2. The Carrier is obliged to provide the Principal, upon each request, with information on the current location of the vehicle, in a manner enabling the immediate acquisition of the necessary operational data.
3. In the event of a breach of the obligation to provide the data referred to in paragraphs 1–2, the Carrier may be charged a contractual penalty of EUR 150. Reservation of a contractual penalty does not exclude the Principal's right to claim damages exceeding its amount.
4. The Carrier is obliged to provide a means of transport that is fully technically efficient, clean, tight and adapted to the carriage of containers or other types of cargo, taking into account the conditions indicated in the Transport Order.
5. Presenting a means of transport at the place of loading that does not comply with the Order, or failure to present a vehicle at all, shall be deemed withdrawal from the agreement for reasons attributable to the Carrier.
6. The Carrier is obliged to continuously provide the Principal with information on the progress of transport, in particular: commencement of loading, border crossings, planned or occurring stoppages, all transport incidents, and completion of unloading. Such information should be provided without delay by e-mail or via the communicator through which the Agreement was concluded.
7. The Carrier has no right to tranship the consignment or to carry it together with other consignments without the Principal's consent expressed in documentary form. In the event of a breach of the above prohibition, the Carrier shall pay a contractual penalty of EUR 500. Reservation of a contractual penalty does not exclude the Principal's right to claim damages exceeding its amount.
8. The Carrier may entrust the performance of all or part of the Transport Order to third parties, in particular to subcontractors or successive carriers, without the need to obtain the Principal's prior consent. The Carrier is liable for any damage resulting from acts or omissions of the subcontractor, as well as for any third-party claims arising from improper performance of the carriage.
9. In the case described in the paragraph 8, the Carrier is obliged to provide the Principal with the subcontractor's current carrier's liability insurance (OCP) policy and licences and permits required for the transport, as well as evidence that the Carrier's own liability policy includes a clause covering damage caused by subcontractors.

XI. Waiting Times (Demurrage)

1. The Parties agree that the conditions regarding permissible free waiting time at loading and unloading without demurrage charges shall be specified individually in each Agreement.
2. In the absence of an express indication in the Agreement, the free waiting time is deemed to be the first 24 hours of waiting at loading and separately at unloading.
3. Demurrage is also not due for time spent waiting:
    a) on Sundays and public holidays,
    b) outside the working hours of the facility where loading or unloading takes place,
    c) at state borders, at customs offices and in connection with administrative inspections and legal restrictions.
4. In other cases, the Carrier is entitled to a contractual penalty of EUR 10 for each commenced hour of waiting.
5. The Carrier is obliged to document the waiting time, its duration and cause, and to inform the Principal of its occurrence and causes no later than at the time it begins. Failure to comply deprives the Carrier of the right to claim a contractual penalty and damages for waiting.
6. Payment of the contractual penalty referred to above exhausts all the Carrier's claims for waiting time, including claims for damages on general principles. The Carrier waives any further claims in this respect.
7. The Carrier is obliged to comply with all obligations and requirements regarding securing the vehicle, documents and the cargo carried, arising from the terms of the concluded carrier's liability insurance agreement.

XII. Trade Secrets. Non-Compete

1. All technical or organisational information of the Principal, or other information having economic value, which as a whole or in a specific combination and set of its elements is not generally known to persons usually dealing with this type of information or is not readily accessible to such persons, obtained by the Carrier in connection with the conclusion and performance of the Transport Order, constitutes the Principal's trade secret. Such information may be used by the Carrier and persons acting on its behalf only for the purpose of performing the Transport Order, except where the obligation to disclose arises from mandatory provisions of law. The Carrier declares that it applies appropriate organisational and technical measures to prevent disclosure of this information and that persons acting on its behalf have been obliged to maintain confidentiality to the above extent.
2. The Carrier undertakes not to take any actions (including any forms of communication) aimed at establishing cooperation with the Principal's clients (understood as the immediate Principal and the shippers and consignees of the cargo indicated in the Transport Order and/or the consignment note) for a period of 6 months from the moment of receipt of this Transport Order—regardless of whether the service has been performed by the Carrier. The above prohibition covers, in particular, any forms of offering to the said clients the Carrier's own services or services of third parties. In the event of a breach of the above provisions, the Carrier undertakes to pay a contractual penalty of EUR 10.000 (ten thousand euros).
3. The Parties agree that 2% of the agreed remuneration (Freight) constitutes consideration for the Carrier's observance of the obligations set out in the paragraph above.
4. If the Carrier or the driver performing carriage on its behalf discloses to a third party the amount of the freight agreed in this Transport Order, the Principal shall be entitled to demand from the Carrier a contractual penalty of EUR 5.000 (five thousand euros). Furthermore, all information contained in this Transport Order, as well as information obtained by the Carrier during performance of the Transport Order, is confidential and constitutes the Principal's trade secret.

5. In the event of use or disclosure of the data specified in paragraphs 1 and 2 above to third parties, the Principal shall be entitled to a contractual penalty of EUR 5.000 (five thousand euros) for each breach. The prohibition on disclosure of confidential information specified in this section applies throughout the period of cooperation and for 6 months after its termination.

XIII. GDPR and Data Protection

1. Upon accepting the Transport Order, the Carrier acknowledges that:
    a) the Controller of their personal data is the Principal;
    b) the data will be processed for the purpose of the proper execution, security, and settlement of the transport (i.e. the agreement between the Principal and the Carrier, as well as other agreements related to the given transport, such as agreements between the Principal and the sender or other carriers or freight forwarders, insurance contracts, etc.), for the creation of a database of the Principal's trusted partners, and may also be processed for the purpose of pursuing or defending claims by the Principal;
    c) the legal basis for data processing is Article 6(1)(b) of the GDPR with respect to the Agreement between the Carrier and the Principal, and Article 6(1)(f) of the GDPR in all other cases;
    d) the recipients of the data may include other entities involved in the transport, in particular the consignee, other carriers or freight forwarders, as well as entities providing the Carrier with IT, GPS, legal or accounting services, and transport exchange platforms;
    e) the data are obtained directly from the Carrier or via a transport exchange platform;
    f) insofar as the data originate from the Carrier, the provision of such data is voluntary, but failure to provide them will make it impossible to conclude the Agreement;
    g) the processing concerns identification data of the Carrier (name, surname, company name, VAT number), contact details (address, e-mail address, telephone number), and vehicle identification data (brand, model, registration numbers); if required under separate arrangements for transport safety purposes, vehicle geolocation data may also be processed;
    h) in connection with the processing of their personal data, the Carrier has the right to access their data (Article 15 GDPR), rectify them (Article 16 GDPR), request erasure (Article 17 GDPR), restrict processing (Article 18 GDPR), and object to processing (Article 21 GDPR);
    i) in relation to the processing of their personal data, the Carrier has the right to lodge a complaint with the supervisory authority (President of the Personal Data Protection Office).
2. The Carrier who uses employees, collaborators, or subcontractors to perform the Transport Order is obliged to provide the content of this clause to those persons.

XIV. Amendments to the GTC

1. Amendment of these General Terms and Conditions (GTC) shall be effected by publishing the new wording of the GTC on the Principal's website.
2. For a given order, the provisions of the GTC in force on the date the Carrier accepted the order shall apply.

XV. Final Provisions

1. These General Terms and Conditions (GTC) are available at the Principal's registered office and on the website: www.formodal.net

2. A transport or forwarding order submitted by the Principal constitutes an offer to conclude a contract on the terms specified in these GTC. Acceptance of the order by the Carrier constitutes acceptance of the GTC.
3. To the extent permitted by Article 31(1) of the CMR Convention, the Parties agree that any disputes arising out of the performance of a transport or forwarding order shall be resolved by Polish courts having local jurisdiction over the Principal's registered office.
4. These General Terms and Conditions enter into force on 1.11.2025 and apply to all orders placed from that date inclusive.
5. Polish law shall apply to these GTC and to Agreements concluded in accordance herewith, excluding conflict-of-law rules.
6. The language governing the interpretation of these GTC is Polish. If the GTC or Agreements compliant herewith are drawn up in multiple language versions, the Polish version shall prevail.
7. Should any provision of these GTC prove invalid or unenforceable, the remaining provisions shall remain in force, and the Parties undertake to replace the invalid provision with one that most closely reflects its purpose and economic effect.