



**SPRINT LOGISTYKA POLSKA**  
**SPÓŁKA AKCYJNA SPÓŁKA KOMANDYTOWA**

Waleriana Łukasińskiego 116  
PL-71215 Szczecin, Poland

**GENERAL CONDITIONS OF TRANSPORT SERVICES**

**volume 7**

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**PERSONAL DATA CLAUSE**

According to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (Data Protection Directive), a.k.a. GDPR, we hereby inform that your personal data is controlled by Sprint Logistyka Polska Spółka Akcyjna Spółka Komandytowa located in Szczecin, Poland under the address Waleriana Lukasinskiego 116, PL-71215 Szczecin, registered under the number 0000504527 in the National Business Register of Poland (Krajowy Rejestr Sądowy) by the District Court Szczecin-Center in Szczecin, XIII Chamber of Commerce, using VAT ID PL8512841994. Any questions related to the personal data should be sent via e-mail to daneosobowe@sprintlogistyka.pl. You can find more details in the document called Personal Data (Dane Osobowe) available at <http://sprintlogistyka.pl/index.php/dane-osobowe/>

**SERVICE CONDITIONS**

1. The services performed by the carrier ("the Contractor") on behalf of Sprint Logistyka Polska ("the Principal") shall be subject to both the individual conditions described in a transport order transmitted from the Principal to the Contractor and this provisions of General Conditions of Transport Services.
2. The Contractor declares that he shall follow all the social regulations being in force in the countries within the route of the carriage, including but not limited to the social requirements regarding the driver's rest conditions, minimum wage regulations and obligatory contracts with the foreign delegates. The Contractor shall be exclusively liable for any violation of that conditions.
3. The Contractor is obliged to be in possession of the documents for an evidence of conducting the commercial activity, of obtaining all the permissions required to perform the service (including the mandatory transport license) as well as an active transport operator civil liability insurance policy for the amount not smaller than the value of the goods, applicable for the damages resulting from the theft or the robbery, with the premium paid in time. The Contractor shall provide the documents to the Principal, on the Principal's demand, without any unreasonable delay. The Contractor shall not take any actions that might result in excluding insurer's liability in case of the damage, in particular the Contractor shall act with a due diligence in planning the breaks within the carriage's route in order to park the vehicle only at dedicated areas that guarantee an adequate level of security,
4. The Contractor is obliged to equip the driver with a mobile phone which is guaranteed to be active and reachable throughout the whole carriage. The Contractor shall provide the driver's contact details to the Principal on demand, without any unreasonable delay.
5. The Contractor is obliged to make the whole loading space available for loading, therefore he must not pick up any additional partial loads and he must follow the specified order of loadings and deliveries, unless parties agrees

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contrary in writing; in addition, the Contractor is obliged to inform the Principal about each substitution of the vehicle or the staff without any unreasonable delay.

6. The Contractor is responsible for fulfilling all the formalities indicated in the transport order, for examination if the goods correspond with the description in the transport order and with the statement in the carriage documents received at the loading place, for arranging the loaded goods in a balanced manner so the loaded vehicle complies with the legal limits of vehicles' dimensions, weight or other technical parameters, for fastening and securing the goods so they are properly secured for the whole carriage. The Contractor shall be liable for the damage resulting from not fulfilling or improperly fulfilling the above obligations.
7. In case of demurrage, regardless of its cause or place of occurrence, the Contractor is still obliged to complete the ordered transport, in particular: to temporarily suspend the carriage and wait, staying under full Principal's disposal, until the demurrage is no longer reasonable, in particular: until loading or unloading starts or until contrary instructions from the Principal are received.
8. At the loading or unloading area and other places related with the transport order, the Contractor shall strictly follow all the provisions of law as well as all the private conditions or regulations being in force at that specific area, in particular: to follow health safety and security requirements, to respect the local conditions of vehicle's traffic, to wear protective suit including reflective vest, helmet, gloves and boots with hardened tips, as well as to behave with dignity and in accordance with the principles of social coexistence and commonly accepted rules. The Contractor shall be liable for all the damage that may occur from the violation of the above conditions.
9. The Contractor is obliged to examine the quality of the pallets loaded along with the goods and to pick up the confirmed pallet statements indicating the exact amount, type and quality of pallets loaded and unloaded at both loading and unloading place, otherwise each pallet lacking evidence shall be assumed unsettled. Above requirement applies to the carriages with exchangeable pallets as well as the carriages with non-exchangeable pallets, where lack of documents for the confirmation of leaving the pallets at the unloading place shall result in an assumption that the Contractor has picked up the empty pallets from the unloading place in the same amount and quality as delivered along with the goods. The contractor is liable for all the damages resulting from an unsettled pallets, therefore he shall be charged with the price of 13 EUR per euro pallet and 5 EUR per DHP pallet or 50 PLN and 20 PLN respectively if the contractor's business is located in Poland.
10. In case of any disruption which makes it impossible to carry out the contract in accordance with the terms, regardless of the cause, the Contractor shall take all the necessary actions and use all the possible measures to secure the goods; moreover the Contractor shall inform the Principal about the circumstances of the disruption as soon as possible and send the detailed information in writing on the Principal's demand, without any unreasonable delay, wherein the information passed to the Principal has to be complete and has to address all the Principal's questions. The Contractor shall follow all the instructions passed to him by the Principal in response, including but not limited to the instruction of bringing the goods back to the loading place or another location defined by the Principal. The conditions of settling the claims during the claim dispute after completing the carriage shall apply accordingly.
11. The Principal is entitled to change the conditions of the contract in the scope allowed by the law, whereas the Contractor remains fully obliged to complete the carriage. The conditions of settling the claims during the claim dispute after completing the carriage shall apply accordingly. The contractor is entitled to enter into next contracts even before completing the contract with the Principal, unless there is a risk of collision between those contracts and unless the Contractor does not have a backup scenario for covering the new contracts.
12. All the financial settlements resulting from the Principal's instructions or changes to the contract or any other extraordinary situation shall be made during the official claim dispute, which cannot be opened unless the transport order is under performance. All the extraordinary fees and compensations resulting from the transport order that the Principal is obliged to cover shall be paid after closing the claim dispute, but not before the carrier's freight due date.
13. The Contractor is not allowed to contact business partners of the Principal - that include all the companies and persons involved in the goods' logistic chain - even about the matters related to the transport order in progress. In case of such contact resulting in establishing cooperation between the Contractor and any of the Principal's business partners within 6 months from the day of concluding the contract, the Contractor shall pay the penalty fee equal to 50.000 PLN.
14. The Contractor shall be entitled to receive a demurrage premium from the Principal only if the demurrage occurs during loading or unloading and only if it has not been caused by the Contractor's fault. In each case of demurrage, first 48 hours, Saturdays, Sundays and work-free holidays are free of charge. For the remaining period, demurrage

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premium must not exceed 100 EUR per day. In order to receive a demurrage premium, the contractor shall provide a document issued by the person in charge in the place of demurrage that shall confirm its circumstances.

15. If the Principal cancels the contract because of reasons which the Contractor is not responsible for, the total compensation due to the Contractor must not exceed the sum of expenses he incurred in disposing the vehicle to the loading place up to the moment of cancellation and must not exceed 10% of the carrier's freight. In order to receive a cancellation fee, the Contractor must provide an evidence of the expenses, in particular: tachograph or navigation system printings along with explanations in writing.
16. The Principal shall be entitled to charge the Contractor with a penalty fee equal to 100% of the carrier's freight in case of not performing the transport order or performing the transport order improperly. "Not performing the order" includes, but is not limited to, refusal of loading the goods caused by disposing an improper vehicle or by its late arrival. "Performing the order improperly" includes, but isn't limited to, violating any condition of the transport order or General Transport Services Conditions.
17. The Principal shall be entitled to withdraw from the contract in the following scenarios: if the Contractor fails to dispose the vehicle to the loading place in the time agreed; if the Contractor informs the Principal that he will not dispose the vehicle to the loading place in the time agreed; or if the circumstances known to the Principal indicate that the Contractor will not dispose the vehicle to the loading place in the time agreed. In case of such withdrawal, the Principal shall be entitled to charge the Contractor with a penalty fee equal to 100% of the carrier's freight.
18. Despite of any penalty fees reserved throughout the contract, the Principal shall be entitled to demand the full compensation for the damage caused by not performing the order or performing it improperly by the Contractor even if it is higher than the penalty fee reserved for such violation. In addition, in case of inland German carriages, the Contractor's liability for the partial or total loss or the damage of the goods **shall be extended up to 40 SDR (Special Drawing Rights) per kilogram of gross weight of the lost or damaged goods; above limit replaces the default statutory limit of 8.33 SDR per kilogram.**
19. The Principal is registered as European value-added tax (VAT) taxpayer with VAT ID PL8512841994. The Contractor is entitled to issue the invoice without Principal's signature. The payments are considered to be completed in the moment of initiating the transfer by the payer and debiting his bank account. The Contractor is not entitled to reassign or transfer any financial obligations that might result from the contract to a third party, unless the Principal accepts it in writing.
20. All the obligations defined in EUR currency shall be payable in EUR. All the obligations defined in other currencies shall be calculated in accordance with the official average exchange rate effective one day before the loading, announced by NBP (National Bank of Poland). Any exception from the above rules require parties to enter a separate, individual writing agreement.
21. All the required genuine documents containing confirmation of completing the service shall be delivered to the Principal not later than in 5 calendar days from the day of delivery. Otherwise, the carrier's freight due date shall be extended by additional 30 days and the Principal shall be entitled to charge the Contractor with a penalty fee equal to 50% of carrier's freight. In case of delivering the documents to the Principal after 60 days from the day of delivering the goods, the Principal is entitled to charge the Contractor with a total penalty fee of 100% of carrier's freight. The complete documentation shall include all the attachments referred throughout the documents, a properly issued invoice with the reference numbers of the covered transport orders and the transport order itself, signed personally by the Contractor.
22. If the Principal receives a reasonable information about possible loss or the damage of the goods or other extraordinary circumstances that might result in compensation claims to the Principal (even if it is related to different service performed by the Contractor), the Principal shall be entitled to suspend the payments due to the Contractor up to the estimated value of the damage, for the time necessary to investigate the scope of the Contractor's liability.
23. The carriage shall be performed exclusively under both the conditions defined in the transport order and this General Conditions of Transport Services in full, hence any reservations or exclusions or changes of the conditions indicated by the Contractor shall be considered null and void unless the Principal confirms otherwise in writing. In particular, any insertions or deletions made by the Contractor to the conditions' text, as well as any statement made by the Contractor concerning such reservations or changes shall not have any influence on the contract, in particular even if the Principal has not responded to the reservations. The nullity of any of the contract's conditions shall not involve the nullity of the other provisions of the contract.

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24. The law of Poland shall apply in all the legal proceeding that may arise from the contract (with the exception of the inland German carriages, which shall stay subject to the law of Germany). In addition, in case of the international carriages, the Convention on the Contract for the International Carriage of Goods by Road (CMR Convention) shall be applicable and superior to other laws.

25. All the legal proceedings that may arise from the contract shall remain under jurisdiction of the courts of Poland, applicable to the Principal's location.

### **CORRESPONDENCE ADDRESS**

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