



## **SPRINT LOGISTYKA POLSKA**

### **SPÓŁKA AKCYJNA SPÓŁKA KOMANDYTOWA**

ul. Waleriana Łukasińskiego 116  
71-215 Szczecin

## **GENERAL CONDITIONS OF TRANSPORT SERVICES performed on behalf of SPRINT LOGISTYKA POLSKA version 10**

from 12th October 2021

### **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 Łukasinskiego 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 on behalf of Sprint Logistyka Polska ("the Sender") shall be subject to both the individual conditions described in a transport order relayed from the Sender to the Carrier and this provisions of General Conditions of Transport Services.
2. The Carrier 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, obligatory contracts with the foreign delegates. The Carrier shall be exclusively liable for any violation of that conditions.
3. The Carrier is obliged to be in possession of the documents for 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 Carrier shall provide the documents to the Sender, on the Sender's demand, without any unreasonable delay. The Carrier shall not take any actions that might result in excluding the insurer's liability in case of the damage, in particular, the Carrier shall act with 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 Carrier is obliged to equip the driver with a mobile phone which is guaranteed to be active and reachable throughout the whole carriage. The Carrier shall provide the driver's contact details to the Sender on the Sender's demand, without any unreasonable delay.
5. The carrier may not entrust the performance of the contract to another person (subcontracting) unless it obtains the Consignor's consent in this matter expressed in a documentary form. In the event of entrusting the execution of the transport order to another person, the Sender reserves the right to charge a contractual penalty in the amount of 100% of the freight. In the event of circumstances preventing the Carrier from carrying out the transport with his own means, is obliged to provide transport at his own expense, within the time limit specified in the order. Failure to comply with this obligation entitles the Sender to arrange a

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replacement vehicle at the expense of the Carrier.

6. The Carrier is obliged to make the whole loading space available for loading. The Carrier is not allowed to pick up additional loads. The Carrier shall follow the specified order of loadings and deliveries unless parties agree contrary in writing. In addition, the Carrier is obliged to inform the Sender about each change of the vehicle or the driver without any unreasonable delay.
7. The Carrier is responsible for fulfilling all the formalities indicated in the transport order. The Carrier is responsible for the 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. The Carrier is also responsible 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 Carrier shall be liable for the damage resulting from not fulfilling or improperly fulfilling the above obligations.
8. At the loading or unloading area and other places related to the transport order, the Carrier 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 by the principles of social coexistence and commonly accepted rules. The Carrier shall be liable for any damage that may result from the violation of the above conditions.
9. The parties agree on the following rules for pallet trading, applicable to all services provided on the basis of transport orders and these General Conditions of Transport Services:
  - a) The euro pallet is always a returnable pallet unless the forwarder indicates otherwise. It also applies to those pallets that the Carrier has picked up to secure the goods.
  - b) The basis for the settlement of pallets is only properly drawn up pallet documents, which the Carrier is obliged to deliver along with the transport documents within the time limit indicated in point 23 of these conditions.
  - c) The Carrier is obliged to control the quality of the pallets received for transport. In the event that the recipient of the pallets considers them damaged / to be disposed of, etc., the pallets are considered unsettled. This applies to both transport with returnable pallets and transport without exchanging the pallets.
  - d) In the case of transport with pallet exchange, the Carrier is obliged to collect pallet documents confirming the quantity, type, and quality of pallets accepted for transport with the goods and released at the place of unloading, under pain of recognizing the pallets as unsettled.
  - e) In the case of transport without pallet replacement, the Carrier is obliged not to accept empty pallets at the place of unloading and is obliged to collect the appropriate pallet receipt (DPL / PAKI, etc.), authorizing the Sender to collect the appropriate number of pallets at a later date. Failure to deliver the original pallet receipt will result in the pallets being considered unsettled.
  - f) In the case of transport with non-returnable pallets, the Carrier is obliged to receive a confirmation on the transport documents that empty pallets have not been picked up from the place of unloading, under pain of the presumption that the Carrier received the pallets in quality and quantity analogous to the one delivered with the goods.
  - g) All the documents referred to in point d-f, should be signed and stamped by an authorized employee of the place of unloading so that it is possible for the Sender to clearly determine who confirmed the issuance of pallets to the Carrier or who confirmed the lack of receipt of empty pallets from the place of unloading by the Carrier.
  - h) If the number or type of pallets received with the goods at the place of loading differs from the data indicated in the transport order, the Carrier is obliged to immediately advise the Sender of this fact and wait for instructions on how to proceed. In the absence of any other instructions from the Forwarder, the Carrier is obliged to settle the same number of pallets as received with the goods at the place of loading.
  - i) The Sender reserves the right to charge contractual penalties for unsettled pallets. If the Carrier is an entity registered on the territory of Poland, he will be charged in the amount of PLN 60 net for each unsettled euro pallet and PLN 20 net for each unsettled DHP pallet. If the Carrier is an entity registered outside the territory he will be charged EUR 15 for each unsettled euro pallet and EUR 5 for each unsettled DHP pallet.
10. In the case of any disruption in the performance of the contract, regardless of their causes and place of occurrence, the Carrier is obliged to immediately obtain instructions from the Sender regarding further proceedings. As long as the Carrier does not receive any instructions, it is obliged to remain at the full disposal of the Sender. The rules of settlement taking into account the complaint procedure shall apply accordingly.

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11. The Carrier shall be entitled to receive a demurrage premium from the Sender only if the demurrage occurs during loading, unloading, or in connection with customs clearance and only if it was not caused by the Carrier's fault. In each case of demurrage, the first 48 hours, Saturdays, Sundays, and work-free holidays are free of charge. For the remaining period, the demurrage premium must not exceed 100 EUR per day. In order to receive a demurrage premium, the Carrier shall provide a document issued by the person in charge in the place of demurrage.
12. As part of the ordered service, the Carrier is obliged to send to the Sender, to the e-mail address: [status@sprintlogistyka.pl](mailto:status@sprintlogistyka.pl), information on the status of the service, i.e. the date and time of arrival for loading and the date and time of arrival for unloading. The Carrier must comply with these obligations within two hours after the completion of each of these activities. In the case of the Carrier's failure to do so, the Sender reserves the right to charge a contractual penalty of EUR 15 for each of the indicated activities.
13. The Sender is entitled to change the terms of the contract, to the extent permitted by law, the Carrier is fully obliged to perform the transport. The conditions of settling the claims during the claim dispute after completing the carriage shall apply accordingly. The Carrier is entitled to conclude subsequent contracts before the performance of the contract with the Sender unless there is a risk of a collision between these contracts and unless the Carrier does have an emergency scenario to cover new contracts.
14. Any financial settlements resulting from the Sender's instructions or changes to the contract or other extraordinary situation will be made during the complaint dispute, which cannot be started until the completion of the carriage. All the extraordinary fees and compensations resulting from the transport order that the Sender is obliged to cover shall be paid after closing the claim dispute but not before the Carrier's freight due to date.
15. The Carrier is not allowed to contact business partners of the Sender - 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 Carrier and any of the Sender's business partners within 6 months from the day of delivery, the Carrier shall pay the penalty fee equal to 50.000 PLN.
16. The Sender shall be entitled to charge the Carrier 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 of 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 Conditions of Transport Services.
17. The Sender is entitled to withdraw from the contract (without the need to set an additional date) in the following scenarios: if the Carrier fails to dispose of the vehicle at the loading place in the time agreed; if the Carrier informs the Sender that he will not dispose of the vehicle to the loading place in the time agreed; or if the circumstances known to the Sender indicate that the Carrier will not dispose the vehicle to the loading place in the time agreed. In case of withdrawal caused by one of the reasons above, the Sender is entitled to charge the Carrier with a penalty fee equal to 100% of the carrier's freight.
18. If the Sender cancels the contract because of reasons which the Carrier is not responsible for, the total compensation due to the Carrier 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 Carrier must provide evidence of the expenses (in particular: tachograph or navigation system printings along with explanations in writing). This also applies when the Carrier withdraws from the contract for reasons attributable to the Sender.
19. The Sender reserves the right to demand compensation exceeding the number of contractual penalties reserved in an individual order and in these General Conditions of Transport Services. In addition, in the case of inland German carriages, the Carrier's liability for the partial or total loss or the damage of the goods is extended up to 40 SDR (Special Drawing Rights) per kilogram of the gross weight of the lost or damaged goods; above limit replaces the default statutory limit of 8.33 SDR per kilogram.
20. The Sender is registered as a European value-added tax taxpayer with VAT ID PL8512841994. The Carrier is entitled to issue the invoice without the Sender's signature. The payments are considered to be completed at the moment of initiating the transfer by the Sender and debiting his bank account.
21. The Carrier is not entitled to reassign or transfer any financial obligations that might result from the contract to a third party unless the Sender accepts it in writing.

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22. 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 requires parties to enter a separate, individual writing agreement.
23. All the required genuine documents containing confirmation of completing the service shall be delivered to the Sender no later than 5 calendar days from the day of delivery. Otherwise, the Sender shall be entitled to charge the Carrier with a penalty fee equal to 50% of the Carrier's freight. In case of delivering the documents to the Sender after 60 days from the day of delivering the goods or later, the Sender is entitled to charge the Carrier with a total penalty fee of 100% of the 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 Carrier.
24. At the Sender's request, the Carrier undertakes to send a written statement of receipt of payment for the carriage performed within 5 calendar days from the date of receipt of the Sender's request. At the request of the Carrier, the Sender will provide him with an appropriate model statement. If the Carrier fails to comply with this obligation, the Sender reserves the right to charge a contractual penalty in the amount of EUR 100.
25. If the Sender receives a piece of reasonable information about possible loss or the damage of the goods or other extraordinary circumstances that might result in compensation claims to the Sender (even if it is related to different service performed by the Carrier), the Sender shall be entitled to suspend the payments due to the Carrier up to the estimated value of the damage, for the time necessary to investigate the scope of the Carrier's liability.
26. The carriage shall be performed exclusively under both the conditions defined in the transport order and this General Conditions of Transport Services in full. Any reservations or exclusions or changes of the conditions indicated by the Carrier shall be considered null and void unless the Sender confirms otherwise in writing. In particular, any insertions or deletions made by the Carrier to the conditions' text, as well as any statement made by the Carrier concerning such reservations or changes shall not have any influence on the contract, in particular even if the Sender has not responded to the reservations.
27. The law of Poland shall apply in all the legal proceedings 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 the case of 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.
28. All the legal proceedings that may arise from the contract shall remain under the jurisdiction of the courts of Poland, applicable to the Sender's location.
29. These General Conditions of Transport Services have been drawn up in two language versions: in Polish and in English, with the proviso that in the event of any discrepancies, the Polish language version is binding.

#### **CORRESPONDENCE ADDRESS**

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