

**SPRINT LOGISTYKA POLSKA  
SPÓŁKA AKCYJNA SPÓŁKA KOMANDYTOWA**

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71-215 Szczecin

**GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF TRANSPORT SERVICES  
version 13**

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**PERSONAL DATA**

Pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 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 (the "GDPR"), we hereby inform you that the controller of your personal data is the company Sprint Logistyka Polska Spółka Akcyjna Spółka Komandytowa, with its registered office in Szczecin 71-215, ul. Waleriana Łukasińskiego 116, entered in the register of entrepreneurs of the National Court Register by the District Court Szczecin-Centrum in Szczecin, 13th Commercial Division of the National Court Register, under number 0000504527, NIP 851-284-19-94. Any questions concerning personal data should be directed to the address [daneosobowe@sprintlogistyka.pl](mailto:daneosobowe@sprintlogistyka.pl). Detailed information can be found in the Personal Data document available at the address <http://sprintlogistyka.pl/index.php/dane-osobowe/>

**PROVISIONS**

1. The provision of transport services by the Carrier for the benefit of Sprint Logistyka Polska (the "Sender") takes place on the basis of the individual terms specified in the order sent to the Carrier by the Sender and on the basis of these General Terms and Conditions for the Provision of Transport Services (the "OWRUT").
2. The Carrier declares that it complies with all social regulations in force in the countries located along the transport route, in particular the regulations specifying the driver's rest conditions, the regulations on the minimum wage, on contracts with foreign posted workers and, with particular regard, the regulations on driving time and rest periods and the regulations on tachographs. The Carrier bears full responsibility for the organisation of the drivers' work and for any breach of these regulations.
3. The Carrier is obliged to hold the required documents confirming that it conducts business activity, the required authorisations entitling it to perform the service (including the mandatory transport licence), and current and duly paid civil liability insurance of the transport operator (carrier/freight forwarder), with a guarantee sum not lower than the estimated value of the consignment, covering damage resulting from theft or robbery. The Carrier is also obliged to submit the documents without delay at the Sender's request. The Carrier is obliged to avoid any circumstances that may result in the exclusion of the insurer's liability in the event of damage, in particular: it shall exercise due diligence in planning stops so that they take place solely in places designated for that purpose which ensure an adequate level of security.
4. The Carrier is obliged to equip the driver with an active mobile telephone ensuring the possibility of establishing contact throughout the entire period of performance of the service. At the Sender's request, the Carrier is obliged to provide the contact details without delay.
5. The Carrier may not entrust the performance of the contract to another person (prohibition of subcontracting), unless it obtains the Sender's consent in this respect, expressed in documentary form. In the event that the performance of the contract is entrusted to another person without the Sender's consent, the Sender reserves the right to charge a contractual penalty amounting to 100% of the freight price. Should circumstances arise which prevent the Carrier from performing the carriage using its own means of transport, the Carrier is obliged to provide a replacement vehicle at its own expense within the time limit specified in the order. Failure to fulfil this obligation entitles the Sender to provide a replacement vehicle at the Carrier's expense.
6. The Carrier is obliged to make available the entire load space of the vehicle, to refrain from taking on additional loads (and from performing any transshipment operations) and to comply with the loading and unloading sequence, unless the parties have made different arrangements in documentary form. Furthermore, the Carrier is obliged to inform the Sender without delay of any changes as to the means of transport by which the carriage is to be performed or as to the person of the driver.

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7. The Carrier is responsible for completing the formalities set out in the order, for checking the conformity of the consignment with the order and with the transport documents received at the place of loading, and for distributing the consignment evenly across the load space – so that the vehicle together with the load complies with the legal restrictions on the dimensions, weight or other parameters of motor vehicles. Furthermore, the Carrier is responsible for fastening and securing the consignment in a manner ensuring its safety for the duration of the carriage. The Carrier bears liability for any damage arising as a result of the failure to fulfil the aforementioned obligations.

8. On the premises of loading, unloading and other places connected with the ordered service, the Carrier is obliged to comply strictly with all provisions of law, as well as with the conditions and regulations in force at the individual locations, in particular the occupational health and safety rules and the rules governing the movement of vehicles, and to wear protective clothing, including: a high-visibility vest, a protective helmet, protective gloves and safety boots with toecaps, as well as to behave in a dignified manner satisfying the principles of community life and consistent with generally accepted standards. The Carrier bears liability for any damage arising as a result of a breach of these rules.

9. The parties establish the following rules of pallet exchange, applicable to all services performed on the basis of orders and these General Terms and Conditions for the Provision of Transport Services:

- a) A euro pallet is always a returnable pallet, unless the freight forwarder indicates otherwise. This also applies to those pallets which the carrier has taken in order to secure the goods.
- b) The sole basis for settling pallets consists exclusively of duly prepared, proper pallet documents, which the Carrier is obliged to deliver together with the transport documents within the time limit specified in point 24 of the General Terms and Conditions for the Provision of Transport Services (OWRUT).
- c) The Carrier is obliged to check the quality of the pallets received for carriage. Where the place of unloading deems the pallets to be damaged/single-use/for disposal, etc., such pallets are regarded as not settled. This applies both to carriage with returnable pallets and to carriage without pallet exchange.
- d) In the case of transport with pallet exchange, the Carrier is obliged to obtain pallet receipts confirming the exact number, type and quality of the pallets accepted for carriage together with the goods and released at the place of unloading, failing which the pallets are regarded as not settled.
- e) In the case of carriage without pallet exchange, the Carrier is obliged not to accept empty pallets at the place of unloading, in which case it is obliged to obtain an appropriate pallet receipt (DPL/PAKI, etc.) entitling the Sender to collect the corresponding number of pallets at a later date. Failure to deliver the pallet receipt results in the pallets being regarded as not settled.
- f) In the case of transport with non-returnable pallets, the Carrier is obliged to obtain confirmation on the transport documents that the empty pallets were not collected from the place of unloading, failing which a presumption arises that the Carrier collected pallets of a quality and quantity analogous to those delivered with the goods.
- g) All documents referred to in letters d–f should bear the handwritten signature and stamp of an authorised employee of the place of unloading, so that the Sender may, in a manner leaving no doubt, unambiguously establish who provided confirmation as to either the release to the Carrier or the Carrier's failure to collect the empty pallets from the place of unloading.
- h) Where the number or type of pallets received together with the goods at the place of loading differs from the data indicated in the order, the Carrier is obliged to notify the Sender of this fact without delay and to await instructions as to further conduct. In the absence of different instructions from the freight forwarder, the Carrier is obliged to settle the same number of pallets as it received together with the goods at the place of loading.
- i) The Sender reserves the right to charge contractual penalties for the failure to settle pallets. Where the Carrier is an entity registered in the territory of Poland, it is charged PLN 85 net for each unsettled euro pallet and PLN 20 net for each unsettled DHP pallet. Where, in turn, the Carrier is an entity registered outside the territory of Poland, it is charged EUR 18 for each unsettled euro pallet and EUR 5 for each unsettled DHP pallet.

10. Should obstacles arise in the performance of the contract, irrespective of their causes and the place where they occur, the Carrier is obliged to obtain from the Sender, without delay, instructions as to further conduct. Until it obtains such instructions, the Carrier is obliged to remain fully at the Sender's disposal. The settlement rules, taking into account the complaint procedure, apply accordingly.

11. A demurrage charge is due to the Carrier solely in the event of a demurrage at the place of loading or unloading or in connection with customs clearance, where the demurrage is not attributable to the Carrier's fault, provided that in every case the first 48 hours of demurrage, as well as Saturdays, Sundays and public holidays, are free of charge. The demurrage charge for each subsequent 24-hour period of demurrage may not exceed EUR 100. Payment is conditional upon the delivery of a demurrage sheet, confirmed by the handwritten signature of the person managing the place at which the demurrage occurred.

12. Within the scope of the ordered service, the Carrier undertakes to send, to the e-mail address: [status@sprintlogistyka.pl](mailto:status@sprintlogistyka.pl), information on the status of performance of the service. In particular, it shall inform the Sender of the date and time of arrival for loading and, subsequently, of the date and time of arrival for unloading.

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The Carrier shall fulfil these obligations within two hours of the completion of each activity. In the event that the Carrier fails to perform any of these obligations, the Sender reserves the right to charge a contractual penalty of EUR 15 in respect of each of the said activities.

13. The Sender has the right to change the detailed terms of performance of the service to the extent resulting from generally applicable provisions of law, and in such a situation the Carrier remains obliged to perform the order. The settlement rules, taking into account the complaint procedure, apply accordingly. The Carrier has the right to incur further obligations connected with its business activity even before the completion of the order, provided that such obligations do not conflict with the obligations arising from the order or provided that the Carrier has alternative means of fulfilling them.

14. The settlement of any amounts arising from the performance of the Sender's instructions, from a change to the contract of carriage or for other extraordinary reasons should be carried out by way of a complaint procedure initiated no earlier than after the completion of the service. The due date for payment of any extraordinary obligations charged to the Sender may not fall earlier than on the day provided for payment of the freight price.

15. The Carrier is subject to a total prohibition on contacting the Sender's counterparties – in particular the entities participating in the logistics process relating to the consignment – including in matters connected with the service being performed. Should the Carrier, within 6 months of the conclusion of this contract, contact a counterparty of the Sender for whose benefit the service covered by this order is performed, resulting in the commencement of business cooperation between the Carrier and the Sender's counterparty, the Carrier is charged a contractual penalty of PLN 50,000.

16. The Sender reserves the right to charge a contractual penalty amounting to 100% of the freight price in the event of non-performance or improper performance of the order. By "non-performance of the order" the parties understand in particular the loader's refusal of loading on account of the Carrier's provision of an inappropriate means of transport or on account of the provision of a means of transport with delay. By "improper performance of the order", in turn, the parties understand in particular the failure to fulfil the obligations arising from the individual order or from these General Terms and Conditions for the Provision of Transport Services.

17. The parties have the right to withdraw from the contract. This right is vested in the Sender in particular in the following cases: where the Carrier fails to provide the means of transport at the place of loading within the time limit specified in the order; where the Carrier informs the Sender that it will not be possible for it to provide the means of transport at the place of loading within the time limit specified in the order; where it follows from circumstances known to the Sender that it is not possible for the Carrier to provide the means of transport at the place of loading within the time limit specified in the order. In the event of the Sender's withdrawal from the contract for the reasons listed above, the Sender reserves the right to charge a contractual penalty amounting to 100% of the freight price.

18. In the event of withdrawal from the contract either by the Sender or by the Carrier – for reasons not attributable to the Carrier – the total compensation due may not exceed the expenses incurred for the purpose of providing the vehicle for loading up to the moment of the Sender's withdrawal, and may not be higher than 10% of the freight price. Payment to the Carrier is conditional upon its delivery of documents confirming the amount of the expenses incurred and their calculation, in particular printouts from the tachograph or from the navigation system together with an appropriate explanation in writing.

19. The Sender reserves the right to claim compensation exceeding the amount of the contractual penalties reserved in the individual order and in these General Terms and Conditions for the Provision of Transport Services. Moreover, if the subject of the order is a cabotage carriage service within the territory of Germany, the Carrier's liability for any damage to the substance of the consignment, in particular: damage and shortages, **is limited to the amount of 40 SDR per gross kilogram of the damaged or lost goods, and this amount replaces the statutory limit of 8.33 SDR per gross kilogram.**

20. The Sender is a VAT payer, NIP: 8512841994. The Carrier is authorised to issue an invoice without the Sender's signature. Payment is deemed to have been made at the moment the transfer is initiated by the payer and its bank account is debited.

21. The Carrier is subject to a prohibition on the assignment of receivables arising from this contract without the Sender's written consent.

22. The Carrier undertakes to issue an invoice in the month in which the service is performed (delivery of the goods to the consignee). Failure to comply with this obligation entitles the Sender to charge a contractual penalty of EUR 50.

23. All obligations of the Sender determined in the euro currency (EUR) are settled in that currency. Obligations expressed in other foreign currencies are settled in Polish zlotys, according to the NBP table announced on the day

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preceding the day of loading. A different manner of settlement is permissible solely and exclusively following prior individual agreement expressly confirmed by the parties.

24. The Carrier is obliged to deliver to the Sender all required documents confirming performance of the service within 7 calendar days of the date of delivery of the consignment. Otherwise, the Sender has the right to charge a contractual penalty of EUR 50. The set of required documents should include all annexes referred to therein, a correctly issued invoice containing the number of the Sender's individual order for which payment is to be made, as well as the order signed by the Carrier. The payment period shall begin to run upon delivery to the Sender of the complete set of original documents together with the invoice.

25. At the Sender's request, the Carrier undertakes to send a written statement concerning receipt of payment for the performed service within 5 calendar days of the date on which the Sender submits such request. At the Carrier's request, the Sender makes available to it a template of such statement. Should the Carrier fail to fulfil this obligation, the Sender reserves the right to charge a contractual penalty of EUR 100.

26. Should the Sender obtain justified information about possible damage or about other circumstances that may result in complaint claims against the Carrier, even where such information concerns another service performed by the Carrier, the Sender reserves the right to withhold payment for the services rendered until the matter is clarified, to an extent corresponding to the estimated value of the damage.

27. The service may be performed solely and exclusively on the terms expressed in the individual order, taking into account these General Terms and Conditions for the Provision of Transport Services in their full wording, and any reservations of changes are deemed ineffective, unless the Sender confirms otherwise in writing. In particular, any additions, deletions or changes made to the terms of the order, as well as any statements made by the Carrier in connection with such reservations, do not in any way affect the content of the contract, even where the Sender has not responded to those reservations. This also applies to clauses aimed at excluding the applicability of these terms.

28. The law applicable to the resolution of disputes arising or that may arise from this order is Polish law (with the exception of orders relating to cabotage carriage services within the territory of Germany, which are subject to the provisions of German law). Furthermore, in the case of international carriage, the Convention on the Contract for the International Carriage of Goods by Road (CMR) takes precedence.

29. The court competent to resolve disputes arising or that may arise from this order is the Polish common court competent for the Sender's registered office.

30. The OWRUT have been drawn up in two language versions: in Polish and in English, with the reservation that in the event of any interpretative discrepancies, the Polish language version is binding.

#### **CORRESPONDENCE ADDRESS FOR POSTAL ITEMS**

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