

General Terms and Conditions of the Transport Order

I. Definitions

Whenever the following capitalised words appear in this document, they are given the meaning set out below:

- „Transsped“** stands for Transsped sp. z o.o. sp.k. with registered office in Krasne (36-007), Malawa 892A, registered in the Register of Entrepreneurs of the National Court Register kept by the District Court in Rzeszów, 12th Economic Division of the National Court Register under KRS number: 0000536841;
- "Carrier"** means the entity to which Transsped gives an Order and commissions the Transport, regardless of the form of business;
- "Order"** means the document of the transport order and its attachments on the basis of which the Carrier is obliged to carry out the carriage of goods by road on behalf of Transsped, under the conditions specified therein;
- "Order Number"** the sequential number assigned to the Order and marked in the content of the Order;
- "Freight"** the Carrier's remuneration for the performance of the Order in accordance with its contents for the value indicated in the Order;
- "VAT Act"** the Value Added Tax Act of 11th March 2004 (Journal of Laws 2023.1570 consolidated text 2023.08.09) in the version in force on the date of issue of the Invoice;
- "Terms and Conditions"** these general terms and conditions of the Order;
- "Holidays"** holidays and public holidays within the meaning of the Act on Public Holidays of 18th January 1951 (Journal of Laws 2020.1920, consolidated text of 2020.11.02);
- "Business Days"** days from Monday to Friday excluding Holidays;
- "Office Hours"** Transsped's office opening hours are from 8:00 a.m. to 4:00 p.m. Polish time (time zone: GMT+1) on working days;
- "Email Address of the Carrier"** the Carrier's email address, provided by the Carrier to Transsped, to which the Order was sent. Any change to the Carrier's Email Address must be notified to Transsped in writing or correspondence sent to the Carrier's Email Address known to Transsped shall be deemed to have been delivered;
- "Freight Forwarder"** the natural person acting on behalf of Transsped in handling the Order, from whose e-mail address the Order was sent to the Carrier's Email Address and whose contact details, i.e. email address and telephone number, are indicated in the header of the Order.
- "Contact with Freight Forwarder"** Contact with the Freight Forwarder is made by: (i) e-mail contact with the Freight Forwarder during Office Hours, (ii) telephone contact with the Freight Forwarder outside Office Hours. Emails sent outside Office Hours shall be deemed to have been delivered on the next Business Day during Office Hours. If no contact with the Freight Forwarder is available, the contact details of Transsped will be included in an automatic email sent from the Freight Forwarder's email address provided in the body of the Order in response to an email sent by the Carrier (autoresponder).

II. Accounting terms

1. Document scans

1.1. Once the Order has been executed, the Carrier is obliged to send a message within **7 Business Days** from the date of completion of unloading operations at the place of delivery in connection with the execution of the Order - to the e-mail address: pod@transsped.net.pl with the Order Number indicated in the title of the message and containing the following documents sent in two separate files:

1.1.1. File No. 1 **Invoice**: a correctly issued VAT invoice in a form that does not require a signature and stamp, including the Order Number and the amount of the Invoice as set out in the Order ("**Invoice**");

1.1.2. File No. 2 - **Transport documents** : scan of transport documents in PDF format, in particular:

- consignment note or CMR document bearing the designation and the signature and stamp of the Carrier, the consignor and the consignee of the goods;
- packing list;
- lieferschein;
- delivery note;
- Stock Issue Confirmation (WZ);
- product specification;
- other documents relating to the execution of the Order;

Hereinafter referred to collectively as: "**Transport Documents**"

2. Original documents

2.1 After completing the Order, the Carrier is obliged to send the originals of the Invoice and the Transport Documents within **14 business days** from the completion of the unloading operations at the place of delivery in connection with the execution of the given Order - by registered letter or courier - to the address: **TRANSSPED Sp. z o.o. Sp. k.**, Malawa 892A, 36-007 Krasne, NIP: PL8130012922 –unless otherwise specified in the Order.

3. Penalty for failure to provide documents

3.1. Failure by the Carrier to comply with the obligations set out in sections 1-2 of the Terms and Conditions, irrespective of the Carrier's fault in failing to comply, will entitle Transsped to impose on the Carrier a contractual penalty of €10 (ten) for each day of delay in performance, separately for each case of non-performance - up to €300 (three hundred) per Order.

4. Date of performance of obligations

4.1 For the purpose of assessing the date of performance of the obligations set out in sections 1-2 of the Terms and Conditions by the Carrier, the following shall be assumed:

4.1.1 the date of dispatch of the e-mail message referred to in section 2.1 of the Terms and Conditions and

4.1.2 the date of dispatch of the registered letter/courier by the Carrier referred to in section 2.2. of the Terms and Conditions.

5. Freight

5.1 The Freight agreed in the Order is binding on the Parties and is expressed in net terms - i.e. does not include VAT. Within the framework of the agreed Freight, the Carrier is obliged to bear all administrative and technical costs necessary for the execution of the Order (cost of motorways, car wash, fuel and others). The Freight indicated in the Order shall be payable in Polish zloty at the exchange rate specified in Article 31a of the VAT Act, i.e. at the average exchange rate of the National Bank of Poland on the last business day preceding the tax obligation. The date on which the tax obligation arises is the date on which the last of the discharges specified in the Order is carried out.

6. Invoice

6.1 The invoice must specify the amount of Freight in the amount resulting from the Order and the currency exchange rate applied. The bank account number indicated on the Invoice for payment of the Invoice must be on the "White list of VAT payers". - on pain of refusal of payment by Transsped.

7. Payment deadline

7.1 Unless otherwise specified in the Order, the due date for payment of the Invoice, i.e. payment of the Invoice, shall be 60 days from the date Transsped receives the original correctly issued Invoice, in the manner indicated in 2.1 of the Terms and Conditions. Determination by the Carrier of the due date of the Invoice to the contrary - shall not be binding on Transsped. If the due date falls on a non-working day or a Holiday, then the Freight shall be due on the first Business Day

following the due date and payment on such day shall be a timely payment. The date of payment is deemed to be the date on which Transsped's account is debited.

8. Discount for accelerated payment of the invoice

8.1 In order to obtain payment of the Invoice before the date specified in section 7.1 of the Terms and Conditions, the Carrier may agree to reduce the Invoice by 3% of the value of the Invoice indicated in the Order. An accelerated payment with a discount of 3% of the value of the Freight shall be made by Transsped on the Tuesday falling in the week following the delivery of the complete documents to Transsped ("**Accelerated Payment Procedure**").

8.2 In order to use the Accelerated Payment Procedure, the Carrier is required to:

8.2.3 Issue an Invoice that will contain the following data:

8.2.3.1. the amount of the Freight resulting from the content of the Order;

8.2.3.2. the amount of the Freight reduced by 3% in relation to the value of the Freight resulting from the content of the Order;

8.2.3.3. the amount of the discount given by the Carrier corresponding to the value of 3% of the Freight resulting from the content of the Order

8.2.3.4. the payment date on which the discount is granted

8.2.4 Send to Transsped in the manner indicated in section 2.1 of the Terms and Conditions the original Transport Documents and the correctly issued Invoice,

8.2.5 Place in the subject line of the email: "**RABAT**" by the Carrier when sending scans of the Transport Documents and the Invoice as described in section 1.1 of the Terms and Conditions,

8.3 If the Carrier executes an Order through a subcontractor, the Carrier is obliged to send Transsped a confirmation of the settlement of the service with the subcontractor in the manner described in section 1-4 of the Terms and Conditions.

8.4 Failure by the Carrier, irrespective of its fault, to comply with any of the obligations set out in sections 8.1 to 8.3 of the Terms and Conditions above will result in Transsped not applying the Accelerated Payment Procedure.

9. Questions regarding Invoices and payment should be addressed only in writing to the e-mail address: windykacja@transsped.net.pl. Correspondence is answered only during Office Hours. All correspondence is considered delivered during Office Hours, correspondence sent outside of Office Hours is considered delivered on the next Business Day during Office Hours.

III. Terms and Conditions for carrying out transport

10. Vehicle

10.1. The Carrier is obliged to respect to the fullest extent all legal provisions relating to the execution of the Order, in particular to execute the Order with a vehicle that is technically sound and fit to execute the Order, that meets the conditions specified in the contents of the Order, and that is clean to the extent that any contamination of the Goods is excluded, and with a completely empty cargo space ("**Vehicle**").

10.2. The Carrier shall prepare the Vehicle for transportation in accordance with the Driver's Handbook/ Vehicle Standards Specification located on the Transsped website at: <https://logistyka-transport.pl/dokumenty/>

10.3. The carrier is required to have the following vehicle equipment:

- Minimum of 5 side planks per span
- tie-down straps (min. 500daN) minimum 16 pieces
- angles minimum 32 pieces
- 2 sztuki desek rozporowych naburtowych
- set of anti-slip mats (for the entire cargo area)
- Customs cable and seal

10.4. Provision of a Vehicle that does not meet the requirements of Section 10. 1, 10.2. and 10.3. is tantamount to failure to undertake the execution of the Order and constitutes a case of non-performance of the Order through the fault of the Carrier.

11. Obligation to inform

- 11.1. The Carrier is obliged to inform Transsped of obstacles to the performance of the service as soon as he becomes aware of such information through Contact the Freight Forwarder. The carrier is obliged to follow the instructions provided by Transsped.
- 11.2. The carrier is obliged to inform Transsped about the additional safety materials it receives during loading (absolutely before leaving the loading site). If there is no such information, the Carrier will be charged for the cargo security equipment received in accordance with the shipper's price list and a handling fee of 3 (three) euros.

12. Loading and unloading activities

- 12.1. The Carrier is obliged to actively participate in the loading and unloading of the goods, i.e., it is obliged to supervise the proper arrangement of the goods during loading, control the condition of loaded cargo units, their quantity and compliance with the Shipping Documents and the Order.
- 12.2. The carrier is obliged to note its failure to allow it to participate in loading and unloading activities and to include any other comments, if any, in the CMR waybill. The Carrier is obliged to supervise the loaded Vehicle at all times.
- 12.3. The Carrier shall be obliged to check the correct maximum permissible weight of the Vehicle or the weight on the axles and shall be liable for exceeding the indicated parameters ascertained during the checks of the authorised bodies.
- 12.4. Any objections concerning loading and unloading activities, irregularities in the permissible total weight of the Vehicle and the axle load shall be reported by the Carrier to Transsped by contacting the Freight Forwarder.
- 12.5. The carrier is obliged to check the transport documents, any differences from the transport order received must be reported to Transsped before leaving the loading/unloading site respectively.

13. Additional permits

- 13.1. The carrier is obliged to comply with all administrative requirements applicable to the correct execution of transport in the areas of the respective states ("**Additional permits**").
- 13.2. Failure to fulfil an obligation due to the fact that the driver carrying out the Additional Order does not have the Additional Permits shall constitute a case of non-fulfilment of the Order through the fault of the Carrier.

14. GPS

- 14.1. The Carrier is obliged to carry out the Order using Vehicles equipped with an on-board GPS that records the actual route, as well as all stop locations and their duration.
- 14.2. The Carrier must send a complete GPS record of the route covered by the Order within 7 days from the completion of the Order or from the receipt of a claim to the Order to the Carrier's Email Address. The GPS recording of the route covered by the Order is to be sent by the Carrier to the Freight Forwarder's e-mail address. The date on which the e-mail is sent to the Freight Forwarder's e-mail address counts towards fulfilment of the obligation. Non-performance or improper performance of an obligation regardless of the Carrier's fault - entitles Transsped to charge the Carrier a contractual penalty of 300 (three hundred) Euros.
- 14.3. When accepting an Order, the Carrier is required to connect the GPS to the Projekt44 system via Transsped. To do so, please provide the details of the person responsible for telematics, or send details such as Company Name, TIN, email of the person responsible for the GPS system and telephone number to: **hr@transsped.net.pl**.

15. Time of loading/unloading

- 15.1. If the Order specifies a specific time for loading/unloading it is binding on the Carrier.

- 15.2.** If a time interval is specified - the Carrier is bound by the latest permissible time of the activity.
- 15.3.** If the day of loading/unloading is specified - the Carrier must agree the time of loading/unloading with the Freight Forwarder via the Freight Forwarder Contact.
- 15.4.** The aforementioned hours of activity binding on the Carrier - will be referred to collectively as: "**Activity Hour**".

16. Delay in loading/unloading

- 16.1** The Carrier is obliged to present the Vehicle for loading at the Hour of Operation. Transsped shall be entitled to impose on the Carrier a contractual penalty of 150.00 (one hundred and fifty) Euros for each commenced hour of delay on loading in relation to the Hour of Operation, regardless of any damage incurred by Transsped as a result thereof.
- 16.2** The carrier is obliged to carry out the unloading in the Hour of Operation. In the event of delay at unloading, the Carrier shall be liable to pay Transsped compensation in the case of international carriage up to the value of the Freight, in the case of domestic carriage up to twice the value of the Freight. Charging for the Carrier's delay in unloading is not dependent on Transsped receiving a debit note from its customer.

17. Failure to load

- 17.1** Failure of the Carrier to undertake the Order shall be understood as: (i)the Carrier's failure to appear at loading after 2 hours from the Hour of Activity; (ii)the Carrier's delay resulting in a significant risk of the Carrier not being able to appear at loading at the Hour of Activity, due to circumstances known to Transsped taking into account the requirements and working hours of the shipper.
- 17.2** The Carrier's failure to start executing the Order will entitle Transsped to cancel the Order, i.e. to terminate the Order with immediate effect due to the Carrier's fault without the need to call the Carrier additionally to execute the Order. Cancellation of an Order by Transsped will result in the Carrier having no basis for receiving the Freight and the Carrier being obliged to pay Transsped the difference between the cost of execution of the Order by the substitute carrier and the value of the Freight. Notice of the cancellation of the Order, the order for substitute performance of the Order and the cost of substitute performance of the Order will be sent by Transsped to the Carrier's Email Address.

18. Parking fees

- 18.1** During a period of 24 hours counted after the Hour of Operation and Saturdays, Sundays and Public Holidays - no parking fees are due to the Carrier - regardless of the place of loading/unloading. In order for the Carrier to be entitled to receive the Parking Fee, the Carrier must send to Transsped at the address indicated in section 1.1 of the Terms and Conditions - the original parking slip containing the dates and times of parking, the registration number of the vehicle and signed by a representative of the shipper or consignee by name.

19. Liability for damage during loading/unloading

- 19.1** The carrier shall be liable for any damage caused during loading or unloading carried out by him that is in an adequate causal relationship with his act or omission.

20. Prohibition of subcontracting

- 20.1** It is forbidden for the Carrier to subcontract carriage to subsequent (further) carriers without Transsped's written consent under penalty of a contractual penalty of €50,000.00 (fifty thousand).

21. Prohibition on transshipment, reloading

- 21.1** It is forbidden to unload, tranship or load any other cargo on the Vehicle during the execution of the Order, or to have any other cargo on the Vehicle during the execution of the Order - without the written consent of Transsped sent to the Carrier's Email Address on pain of charging the Carrier with a contractual penalty of €500, regardless of the Carrier's fault in failing to comply with the obligation.

22. Prohibition of intermodal transport

- 22.1.** It is forbidden to transport cargo using more than one branch of transport with a single load unit - i.e. intermodal transport - without a written consent of Transsped sent to the Carrier's Email Address under pain of charging the Carrier with a contractual penalty of EUR 1,000, irrespective of the Carrier's fault in failing to fulfil the obligation.

23. Car parks

The Carrier shall be obliged to park only in guarded car parks. Failure to perform will result in gross negligence being attributed to the Carrier in the execution of the Order.

24. Insurance

- 24.1** The Carrier shall be obliged to have valid Carrier's Liability Insurance in domestic and international traffic. In the absence of a Third Party Liability Insurance or if such insurance does not cover the event in question, the Carrier shall be fully liable for any damage related to the non-performance or improper performance of the Order.

25. Non-Competition Clause

- 25.1** The Carrier is subject to a non-competition clause which prohibits the Carrier from providing transport or forwarding services directly or indirectly to Transsped's Customers for a period of 2 years after the execution of the Order in question. A Transsped Customer is understood to be an entity that has commissioned Transsped to perform the transport covered by the Order executed by the Carrier, as well as an entity indicated in the content of the consignment note.

- 25.2** In particular, the Carrier shall:

- 25.2.1** not to contact Transsped's customers named in the Order without Transsped's mediation in matters not related to the execution of this Order, to make them commercial offers, cooperation proposals or to conclude transport contracts with them;
- 25.2.2** not to make the details of Transsped's customers indicated in the Order available to any other entity carrying out business activities involving transport, forwarding or freight brokerage services.

- 25.3** A carrier violates the non-compete if it acts as a partner, shareholder, member of a body, proxy or is a relative or affinity up to the second degree to an entity that has established contact covered by this non-competition. Contact by such an entity shall be treated as contact by the Carrier with the customer in breach of the non-competition.

- 25.4** The Carrier confirms that the remuneration for refraining from competing, as described above, has been included in the Freight. Transsped shall be entitled to impose a contractual penalty of 10,000 (ten thousand) Euros on the Carrier for each identified breach of the non-competition clause, the Carrier's contact with a Transsped customer and for each contract concluded with or carriage performed for the Carrier.

26. Safety devices

- 26.1** The Carrier shall undertake to supply the driver and to use on loading appropriate safety devices to protect the load and the driver (safety belts, anti-slip mats, angles, work shoes, helmet, goggles, etc.) ("**Safety Devices**"). The Safety Equipment shall be complete and in a condition to be used for its intended purpose, taking into account the requirements of the shipper.

- 26.2** In the event that the shipper issues its own Safety Devices to the Carrier on loading and charges Transsped for the sale of the Safety Devices to the Carrier for the purpose of fulfilling the Order, the Carrier shall undertake to reimburse Transsped for the purchase costs of the Safety Devices used by the shipper, to the extent that Transsped is charged by its customer in this respect, and to pay a handling fee of 3.00 (three) Euros. The basis on which Transsped shall charge the Carrier shall be: (i) a document confirming the release of the Safety Devices to the Carrier, (ii) an accounting note received by Transsped from the customer for the sale of the Safety Devices in connection with the execution of the Order, (iii) an accounting note corresponding to the value of the debit received from the customer for the sale of the Safety Devices plus a handling fee of €3.00 (three) will be issued to the Carrier with a payment term of 14 days from the date of sending the bookkeeping note to the Carrier's Email Address.

27. Additional Obligations

27.1 In addition to its obligations under the Terms and Conditions, the Carrier may also be required to perform other obligations ("**Additional Obligations**"). The Additional Obligations arise from the specific content of the Order and failure to comply with them is equivalent to the Carrier's failure to perform the Order.

27.2 The Additional Obligations are binding on the Carrier when placed in the content of the Order. In the event that the contents of the Additional Obligations are included in another document, e.g. in the form of an Order's GTC, Instructions, Carrier's Handbook regardless of the name of the document ("**Additional Document**") - the Additional Obligations will be binding on the Carrier when the name of the Additional Document is mentioned in the content of the Order as an attachment to the Order and when the Additional Document is sent by Transsped to the Carrier's Email Address - regardless of whether it is included in the message that contains the content of the Order or in a separate message. An additional document is deemed to have been delivered to the Carrier by Transsped when sent to the Carrier's Email Address.

28. Pallets replacement

28.1 In the event that the Carrier has been obliged in the Order to replace/receive pallets on loading/unloading - the Carrier is obliged to hand over to Transsped within 14 days of the unloading date indicated in the Order - the original pallet receipts confirming the fulfilment of the obligation or any other document confirming the rights concerning pallets ("**Pallet Receipt**"). The date on which the documents are sent to Transsped, as determined by the postmark, shall count for performance of the obligation.

28.2 The Pallet Receipt shall include information about the pallets settled, the date of the action and the signature of the person representing the issuer of the Pallet Receipt.

28.3 Failure to comply with the obligation to replace pallets entitles Transsped to impose on the Carrier a contractual penalty of €20.00 (twenty) per pallet unit.

29. Contractual penalties

29.1 Any contractual penalty reserved in the Order in favour of Transsped shall be payable within 14 days of the issue of the accounting note and Transsped sending the accounting note to the Carrier's Email Address.

29.2 Transsped shall be entitled to claim damages in excess of any liquidated damages reserved in the Order. The contractual penalties stipulated in the Order are subject to aggregation.

30. Complaint procedure

30.1 Transsped is obliged to transmit a complaint concerning an Order to the Carrier at the Carrier's Email Address in the form of a scan of a manually signed document or a document bearing an electronic signature ("**Complaint**"). The Complaint shall contain the designation of the Order Number, the date on which the Complaint was drawn up; the name and address of residence (registered office) of the Carrier; the data of Transsped; the title and a brief justification of the Complaint; a list of the attached documents; the estimated value of the damage, if it can be determined, the signature of the person acting on behalf of Transsped.

30.2 The Carrier is obliged to co-operate with Transsped in the event of a Complaint, in particular to immediately inform its carrier liability insurer of the Complaint and to forward to Transsped the contents of the Complaint to the insurer and copies of all documents attached to the Complaint at its own expense. The Carrier shall be obliged to provide Transsped with all documents and information relating to the Complaint upon any request by Transsped.

30.3 In the event that the Complaint contains formal deficiencies, the Carrier is obliged to request Transsped to complete the formal deficiencies of the Complaint within 14 days of its receipt at the Carrier's Email Address, setting Transsped a period of at least 14 days to complete the formal deficiencies of the Complaint.

30.4 The Carrier's failure to respond to the Complaint within 30 days is deemed to be recognition of the Complaint. Responding to a Complaint means sending it by post to Transsped or sending it using Transsped's electronic means of communication to the following address: szkody@transsped.net.pl.

30.5 The bookkeeping note for the damage from the Order is payable within 14 days after the bookkeeping note is issued and Transsped sends the bookkeeping note to the Carrier's Email Address.

31. Withholding of payments

31.1. Transsped shall be entitled to withhold payment of the Freight to the Carrier in the event that Transsped has a monetary claim against the Carrier in connection with the Claim Proceedings, even if such claim has not yet been clearly proven or recognised. Moreover - Transsped is entitled to set off any evidenced claims against the Carrier's claims, irrespective of the identity or dissimilarity of the legal grounds of the mutual claims - to which the Carrier agrees when commencing the execution of the Order.

32. Withdrawal

32.1. Transsped reserves the right to withdraw from an Order no later than the moment the Vehicle is ready for loading - without the Carrier being entitled to penalties.

32.2. The withdrawal from the Order by Transsped after the Vehicle has been provided for loading shall entitle the Carrier to claim from Transsped the payment of a contractual penalty in the amount of 50,00 (fifty) Euros in the case of international carriage or 100,00 (one hundred) PLN in the case of domestic and/or cabotage carriage.

32.3. To be effective, a declaration of withdrawal from an Order requires Transsped to send an email to the Carrier's Email Address.

33. No goods on loading

33.1 In the event of a shortage of goods at the place of loading when the Carrier has provided the Vehicle for loading in accordance with the Order - the Carrier shall be entitled to impose on Transsped a contractual penalty for readiness to carry out the order in the amount of 50,00 (fifty) Euros in international transport or 100,00 (one hundred) PLN in domestic and/or cabotage transport.

33.2 The Contractor shall in this case issue a debit note to Transsped, with the terms of the Order relating to payment of the Invoice applying accordingly. The Carrier shall be entitled to charge Transsped the contractual penalty after sending to Transsped the original document stating that the goods covered by the Order are missing, issued by the shipper and bearing his stamp to the address indicated in section 2.1 of the Order.

34. Acceptance of the terms of the Order

34.1 Failure of the Carrier to reject an Order within 30 minutes of its receipt at the Carrier's Email Address shall constitute acceptance of the Order and of all its terms and conditions. The rejection of the Order takes place in the form of an email sent to the Freight Forwarder's email address - the email must contain the Order Number and the word "order rejection" or an equivalent form. The date on which an email is sent from the Carrier's Email Address to the Freight Forwarder's email address is relevant for the assessment of performance.

34.2 The Order can only be accepted by the Carrier without reservations or modifications.

34.3 The Carrier's commencement of the Order constitutes acceptance of the Order and acceptance of all its terms and conditions.

35. Declarations by the Carrier

35.1 By accepting the Order for execution, the Carrier declares that it meets all legal requirements allowing it to carry out national and international freight transport in a professional manner, in particular that it has the necessary licences and documents to carry out the Order - as well as environmental protection, occupational health and safety, labour laws and conditions - in compliance with all Mobility Package rules and the minimum wage in the country concerned.

36. Provisions declared invalid

36.1 In the event that any provision of the Order is found to be invalid, then that provision shall be amended in a manner consistent with the mutual consent of the parties. All other provisions of the Order shall remain in full force and effect.

37. Jurisdiction of the Court

37.1 Any disputes will be settled by the court having jurisdiction over Transsped's registered office.

38. Changing the content of an Order

38.1 Any changes to the Order must be made in a written form under pain of nullity.

39. GDPR Clause

39.1 GDPR Clause:

In accordance with the contents of Articles 13(1-2) and 14(1-2) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th 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 (hereinafter "**GDPR**"), Transsped indicates that:

1. The Controller of the Carrier's personal data and the personal data provided by the Carrier to persons acting on behalf of the Carrier (contact persons, drivers) is Transsped (the "**Controller**").
2. Contact with the Controller: TRANSSPED Sp. z o.o. Sp. k.; Malawa 892A; 36-007 Krasne; fakture@transsped.net.pl in Office Hours.
3. Personal data of the Carrier and persons acting on its behalf shall be processed for the purpose of concluding and executing the Order on the basis of Article 6(1)(b) and (f) of the GDPR.
4. Personal data of the Carrier and those acting on its behalf will also be processed in order to:
 - a) assert or defend the Carrier's rights in respect of its business activities (on the basis of Article 6(1)(f) of the GDPR),
 - b) keeping of records relating to the settlements made (pursuant to Article 6(1)(c) of the GDPR in conjunction with Article 74(2) of the Accounting Act of 29th September 1994).
5. The Carrier and those acting on its behalf have the right of access to the content of their data and the right to rectify, request erasure, restrict processing, the right to data portability and the right to object to the processing of personal data.
6. If the processing of personal data is found to be in breach of the provisions of the GDPR, the Carrier and those acting on its behalf have the right to lodge a complaint with the supervisory authority (the Office for the Protection of Personal Data).
7. Personal data of the Carrier and persons acting on its behalf may be shared with Transsped's subcontractors (entities cooperating under entrustment agreements to the extent necessary for the above purposes), its business partners (entities supporting Transsped's services and its customers) as well as entities providing ongoing advisory services to Transsped.
8. The personal data of the Carrier and persons acting on behalf of the Carrier shall be processed by Transsped for the time necessary for the execution of the Order and for the time during which it is possible to assert claims in connection with its conclusion. In addition, the data may be kept for archiving purposes for a period of 10 years from the date of the event giving rise to the need to terminate the processing.
9. The provision of personal data by the Carrier is voluntary, but necessary for the conclusion and execution of the Order.
10. The Carrier is obliged to make the contents of the GDPR Clause available to any person acting on its behalf whose data it has made available to Transsped for the purpose of concluding or executing an Order. The Carrier shall be obliged to confirm the fulfilment of the obligation upon request by Transsped.
11. Transsped shall entrust the Carrier with the processing of the personal data of: customers, shippers and consignees of the goods, in the scope of: company, address, telephone number, name and surname, position, Tax Identification Number (NIP), National Business Registry Number (REGON), numbers of transport documents or other documents related to the performed transport service, and the Carrier shall, when processing such data, undertake to observe the generally applicable regulations in the scope of personal data protection and to notify Transsped immediately of any infringement of the protection of personal data entrusted in connection with the Order.
12. The Carrier shall be liable without limitation for property or non-property damage that Transsped or third parties suffer as a result of the Carrier's processing of personal data that does not comply with the Order or the obligations imposed by the GDPR or other data protection legislation.
13. Detailed information on data protection can be found at www.transsped.net.pl.