



GENERAL TERMS AND CONDITIONS OF COOPERATION

(GTC – Carriers / Contractors)

§1. General Provisions

1. These General Terms and Conditions of Cooperation (“GTC”) define the rules of cooperation between TABUN Filip Więcek (“TABUN”) and carriers (“Contractor”) performing transport orders.
 2. TABUN acts as a freight forwarder within the meaning of the provisions of the Civil Code, organizing transport with the participation of Contractors and subcontractors.
 3. Acceptance of the order for execution (by email, via system or in any other written form) constitutes acceptance of these GTC.
 4. The GTC apply from the moment the Order is accepted by the Contractor, without the need for their signature.
 5. In case of discrepancies or additional arrangements, the provisions contained in the Transport Order shall prevail. Matters not included in the Transport Order are governed by these General Terms and Conditions of Cooperation.
 6. The current version of the GTC is published on the TABUN website (www.tabun.eu) and applies to all orders.
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§2. Formal Requirements of the Contractor

1. The Contractor must have:
 - a valid Carrier’s Liability Insurance policy in domestic and international transport (OCP),
 - a transport license for international carriage of goods,
 - all permits and certificates required for a given Order.
2. The Contractor undertakes to assign to the execution of this transport order a driver / drivers selected and trained in accordance with the requirements of applicable regulations and the specificity of the transported goods – in particular in the case of ADR transports, the Contractor shall ensure that drivers performing such an order have valid qualifications consistent with the class of transported goods and



undertakes to cooperate with the DGSA Advisor and submit reports on the transport of dangerous goods required by law.

3. Drivers and vehicles should be equipped with appropriate personal protective equipment and rescue equipment specified in the regulations concerning the transport of dangerous goods. In the absence thereof, the carrier bears full responsibility for all penalties and damages related to the transport.

§3. Obligations of the Driver and Vehicle

1. The Contractor is obliged to comply with current national and international legal regulations related to drivers' remuneration and working time and to maintain related records.
2. The Contractor is obliged to introduce a prohibition on alcohol consumption, use of intoxicating substances and taking medications affecting the driver's psychomotor abilities during the execution of the assigned transport task.
3. The Contractor shall ensure that Drivers performing the order will act in accordance with the principles of Behaviour Based Safety (BBS).
4. The Contractor is obliged to ensure the proper technical condition of vehicles used to perform the assigned transport task, perform all technical inspections required by law and carry out daily service activities.
5. Vehicles used to perform transport must be technically efficient and have valid inspections and technical examinations. The order will be executed in accordance with all applicable national and international legal regulations (ADR, AETR, CMR, TIR, Transport Law Act).
6. Detailed requirements for tankers and tank containers:
 - Tanks/containers must be clean, dry, odorless and without discoloration,
 - They must have a valid ECD cleaning certificate (copy at loading and unloading): chemicals – max. 3 days, food products – max. 24 h,
 - unloading hoses min. 2 pcs., total length 12 m, compressor/pump and appropriate connections for hoses and valves,
 - own operational Webasto heating system or heating installation (so-called coil) to which external heating can be connected.
7. The driver must have a functioning mobile phone and full protective clothing.
8. The Contractor's driver is obliged to verify the compliance of the goods (name, quantity and weight) with the content of the consignment note or attached



specification document. Any comments and discrepancies should be entered in the consignment note and confirmed by the Consignor. The consignment note should include annotations regarding the number and condition of seals before unloading.

9. The driver is obliged to perform loading and unloading activities in accordance with the instructions received from the loader, unloader or the Ordering Party. The driver is obliged to supervise the correct placement of the goods and ensure the correct loading and unloading procedure. Irregularities must be reported immediately to the Ordering Party before leaving the loading or unloading place.
10. If the above requirements are not met, the driver may not report for loading!

§4. Order and Transport Documentation

1. The Contractor is obliged to confirm acceptance of the Order in writing. Lack of such confirmation within 30 minutes from receipt of the order shall be treated as its acceptance in full and without reservations with the effect of concluding a civil law contract.
2. All transport documents (CMR, Lieferschein, proof of delivery) must be returned to TABUN within 7 days from the date of unloading.
3. The driver is obliged to:
 - verify compliance of the goods (name, quantity, weight) with the documentation,
 - enter remarks in the consignment note in case of discrepancies and not leave the loading/unloading place without the consent of the Ordering Party,
 - perform loading and unloading activities in accordance with the instructions of the consignor/consignee.
4. In accordance with the Polish Act on Monitoring the Road Transport of Sensitive Goods (SENT) from 01.05.2017 and equivalent acts in European countries, we oblige each carrier to personally verify at the moment of accepting the order whether the goods are subject to these regulations or not. The final carrier is responsible for personally reporting the transport of goods referred to on the appropriate platforms of the given country. The carrier is responsible for reporting, monitoring and updating the transport and for knowledge of customs and fiscal law regarding the transport of sensitive goods through the territory of the country in which the transport is performed. The carrier is responsible for all legal and financial consequences of failure to fulfill this obligation. TABUN Filip Więcek shall not be liable for failure to fulfill obligations imposed on the carrier under the Act!



5. The Contractor must provide the Ordering Party with up-to-date information on the course of the transport process. At loading and unloading, the vehicle set must be weighed before and after the loading and unloading procedure. If the difference in the weight of the goods exceeds 20 kg, please contact the TABUN Ordering Party and do not leave the loading/unloading place without our consent! We do not bear financial responsibility for decisions of the carrier not consulted with our Freight Forwarding Department. All other problems must be reported immediately to the Ordering Party.
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§5. Payments and Settlements

1. The payment term is calculated from the date of receipt of a correct invoice together with a scan of the CMR/proof of delivery/Lieferschein or, if required by the Order, with its original.
 2. The carrier is obliged to provide a correctly issued invoice and a legible electronic scan of the CMR within 7 calendar days from the date of unloading. Documents should be uploaded via the Carrier Panel or, if necessary, sent to the e-mail address: office@tabun.eu. A legible PDF scan of the CMR must be uploaded via the Carrier Panel immediately on the day of unloading.
 3. If this Order requires original documents, they should be sent by post to the address: TABUN Filip Więcek, ul. Przemysłowa 12A, 39-300 Mielec, Poland.
 4. Invoices are paid once a week, every Friday.
 5. The Contractor may issue an invoice without TABUN's signature; the date of service performance is the date of unloading.
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§6. Contractual Penalties and Liability

1. The Contractor bears full material liability for:
 - cleanliness and technical condition of vehicles and tanks,
 - the transported goods.

In the event of contamination, damage, loss or total loss of the goods, TABUN shall issue a debit note for 100% of the value of the goods to the Contractor.

The amount of costs for damage, contamination, loss or total loss of the transported goods depends on the calculation of the owner (importer/exporter) of the goods or the person



ordering the transport and amounts to 100% of the value of the goods + additional costs indicated by the importer/exporter of the goods.

2. The Ordering Party has the right to charge the Contractor contractual penalties in the event of:
 - non-performance of the contract or performance of the contract in a manner inconsistent with the Transport Order, the General Terms and Conditions of Cooperation for the Contractor, the Regulations for the execution of transport orders or the conditions of order execution agreed between the parties in another form,
 - delay in vehicle placement – EUR 20/hour, max. EUR 500/day,
 - withdrawal from the Order after its acceptance – 100% of the freight value.
3. Irrespective of the right to demand payment of contractual penalties, the Ordering Party is entitled, in each case of failure by the Contractor to perform an obligation in accordance with its commitment, to perform such action at the Contractor's cost and risk, to which the Contractor hereby agrees.
4. Irrespective of the right to demand payment of contractual penalties, the Ordering Party is entitled, in each case of failure by the Contractor to perform an obligation in accordance with its commitment, to charge additional amounts resulting from penalties imposed on the Ordering Party by the consignor/consignee of the goods.
5. Entrusting the performance of the Order to another entity due to failure by the Contractor to perform the obligation on time releases the Ordering Party from the obligation to pay remuneration to the Contractor.
6. Withdrawal from the contract made by the Contractor after acceptance of the contract (order) results in the imposition by the Ordering Party of a contractual penalty in the amount of 100% of the freight and does not exclude the right to claim supplementary compensation exceeding this amount in accordance with point 3, §6.
7. Withdrawal from the contract must be made by the Contractor in the form of an e-mail sent to transport@tabun.eu
8. Exempt from any detention fees and financial compensation are:
 - 24-hour detention awaiting loading and unloading of goods,
 - detention at the customs office and customs and fiscal formalities related to the transport service,
 - detention in the event of initiation of proceedings and securing of the transported goods by law enforcement authorities or state services of a given country – until clarification and release of the goods,
 - Saturdays, Sundays and public holidays in the country where the transport takes place,



- detention at the border related to crossing it.
9. If, in connection with the performance of the order, the Contractor will be obliged to perform a parking service for longer than 24 hours and will document the longer parking time with a printout from the GPS locator and an entry in the consignment note, CMR, parking card (the aforementioned documents confirming the parking must be stamped by the consignor/consignee/controlling authority), the Principal will be obliged to pay to the Contractor a contractual penalty for each commenced day of parking above the free 24 hours in the amount of: EUR 100/day or another amount if so agreed by the parties. Regardless of the content of point 9, §6, the cases indicated in point 8, §6 are exempt from parking charges.
10. In the event of failure to comply with the terms of the order contract, we reserve the right to re-invoice the costs and penalties charged by the exporter/importer of the goods. We reserve the right to settle debit notes issued to the Contractor by way of set-off of mutual receivables.
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§7. Confidentiality and non-compete

1. The Contractor is obliged to observe confidentiality and the principles of fair competition. From the moment of disclosure of the Contractor's data, e.g. by e-mail or via transport exchanges or other sources by TABUN Filip Więcek, a two-year period of prohibition on concluding by the Contractor contracts of carriage with the Principal's client as well as direct contact with the client (all its locations) shall apply. The content of the Order conditions and the documents provided to the Carrier in connection with its performance and the information contained therein are confidential in nature and constitute a secret protected by law, in particular Article 23 in conjunction with Article 11(1)(23), in conjunction with Article 11 of the Act of 18 April 1993 on combating unfair competition /Journal of Laws No. 47 item 211 as amended/. In the event of a breach of the above obligation. The Carrier shall pay the Freight Forwarder a contractual penalty in the amount of EUR 15,000.00 for each breach. The Freight Forwarder has the right to claim damages exceeding the contractual penalty.
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§8. Final provisions

1. The freight price includes all costs incurred by the Contractor.
2. In the event of an urgent need, the order may be supplemented, changed or cancelled by the Principal without the need to provide reasons, documentation and



without incurring any financial liability on this account.

3. Prohibition of transferring the cargo to third parties without our written consent under penalty of a financial penalty in the amount of the agreed freight price according to the order.
4. We authorize the Contractor to issue an Invoice without our signature. The date of performance of the Service shall be considered the date of unloading on the basis of the delivery document.
5. Failure to perform the guidelines of document neutralization at loading/unloading results in imposing on the Carrier a penalty in the amount of the agreed Freight.
6. The court competent to resolve disputes arising from the performance of Orders is the court competent for the seat of the Principal.

Principal and data controller:

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