



# GENERAL TERMS AND CONDITIONS OF COOPERATION

(GTC – Customers / Orderers)

## §1. General Terms and Conditions

1. These General Terms and Conditions of Cooperation (“GTC”) define the rules of cooperation between TABUN Filip Więcek (“TABUN”) and Clients/Ordering Parties commissioning the organization of transport.
2. TABUN acts as a freight forwarder within the meaning of the provisions of the Civil Code, organizing transport with the participation of carriers, including integrated carriers using vehicles made available by TABUN.
3. Placing an order with TABUN (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 TABUN, without the need for their signature.
5. The current version of the GTC is published on the TABUN website ([www.tabun.eu](http://www.tabun.eu)) and applies to all orders.

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## §2. Transport Order

1. The order must include in particular:
  - the exact loading and unloading address,
  - the name of the consignor and the consignee,
  - GPS data of the loading and unloading locations,
  - the type, name and quantity of the goods.
2. The name of the goods indicated in the order must be identical to the goods actually transported and consistent with the documentation.
3. The Ordering Party is obliged to provide before execution:

- the safety data sheet (MSDS),
- the CN code,
- information required for ADR, SENT and other administrative procedures.

4. Missing or incorrect data entitles TABUN to:

- refuse execution of the order,
  - charge the Ordering Party with all incurred costs and sanctions.
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### **§3. Limitations of Execution**

1. TABUN does not execute orders:

- requiring waiting at loading for consent to release the goods,
- in which the Ordering Party is not at the same time the payer for the service, unless TABUN gives written consent.

2. TABUN shall not be liable for the effects of decisions of administrative, customs or tax authorities, nor for delays resulting from official procedures.

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### **§4. Cancellations and Changes to the Order due to the Ordering Party**

1. In the event of the Client's failure to perform the transport contract, contractual penalties for cancellation of the Order will be charged:

- more than 24 working hours before the planned loading – no penalties, provided that the carrier has not incurred documented costs,
- less than 24 working hours before loading – contractual penalty of EUR 500,
- on the day of the planned loading – contractual penalty up to 100% of the freight value.

2. Changes to essential terms of the order (type/quantity of goods, addresses, rerouting, additional points) require a new written order and an update of the rate.

3. Each case of return of goods requires a written Order indicating the place of return, taking into account significant formal changes and an update of the transport service rate.

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### **§5. Additional Costs**

1. Waiting at loading/unloading:

- 4 hours free,

- above: EUR 40 for each commenced hour,
  - max. EUR 500/day.
2. After 72 hours of waiting, automatic transition to storage of goods in the tank:
    - EUR 25/h,
    - max. EUR 600/day.
  3. The time of waiting/storage includes, among others:
    - Saturdays, Sundays and public holidays,
    - waiting for documents, analyses, SENT,
    - customs clearance,
    - heating of the goods,
    - other procedures dependent on the consignor, consignee or the Ordering Party.
  4. Standard tank cleaning in accordance with MSDS is included in the freight.
  5. All additional costs generated at cleaning stations and at loading/unloading, conditioned by the physico-chemical properties of the transported goods, will be re-invoiced to the Ordering Party (including costs of additional manual work, removal of product residues and all accompanying works aimed at restoring the means of transport to its original condition prior to taking the load).
  6. The Ordering Party bears in full the costs of organizing a transport convoy imposed by customs and fiscal services within the territory of the Republic of Poland and the EU.
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## **§6. Remuneration and Payments**

1. The standard payment term is **7 days**, unless the parties agree otherwise.
  2. Settlements are made in EUR or PLN – in accordance with the arrangements in the order.
  3. In case of delay in payment, TABUN may charge statutory interest for delay and undertake debt collection actions.
  4. TABUN reserves the right to suspend execution of further orders until outstanding payments are settled.
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## **§7. Liability**

1. TABUN shall be liable only to the extent resulting from the provisions of the Civil Code concerning the freight forwarding contract.
  2. TABUN shall not be liable for:
    - errors or deficiencies in documents provided by the Ordering Party,
    - effects of decisions of authorities,
    - delays resulting from administrative procedures.
  3. TABUN's liability is covered by freight forwarder's liability insurance (OCP).
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## **§8. Contractual Penalties and Additional Conditions**

1. TABUN does not accept unilaterally imposed non-compete clauses, non-solicitation clauses or contractual penalties in this respect.
  2. All provisions exceeding the essential elements of the Transport Contract, in particular those having a financial aspect, including contractual penalties, must each time be accepted in writing by TABUN Filip Więcek.
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## **§9. Governing Law and Jurisdiction**

1. The provisions of the Civil Code regarding liability for non-performance of an obligation (Article 471 in conjunction with Article 361 § 2 of the Civil Code) apply to all Orders.
  2. Polish law shall apply to contracts and all other legal relations with TABUN Filip Więcek. Disputes arising from these contracts or other legal relations shall be resolved by the common court competent for the registered office of TABUN Filip Więcek on the basis of Polish law.
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## **§10. Final Provisions**

1. Invalidity of any provision shall not affect the validity of the remaining provisions.
2. The GTC constitute an integral part of each freight forwarding contract concluded with TABUN.



**TABUN**  
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