



GTC - General Terms and Conditions of Cooperation for Customers

We would like to inform you that by ordering our company to organize transport, you confirm the following terms of cooperation.

1. The following arrangements are binding for all transport/forwarding orders and do not require a signature and confirmation in each case - they are valid from the moment of taking the cargo.
2. The order must contain the exact loading and unloading address, the company name of the recipient, and the GPS data of the loading and unloading place.
3. The Customer is obliged to provide the carrier with the MSDS + CN code of the goods to be transported, the name of the goods in the order must correspond with the name from MSDS.
4. **We do not process orders where the requirement is to wait at unloading for permission to release the goods.**
5. The Customer covers in full the costs of organizing the Convoy of transport charged by customs and tax services on the territory of the Republic of Poland and the EU.

In the event of the Customer's failure to comply with the contract of carriage, we will charge contractual penalties:

1. Order cancellation more than 24 hours before planned loading - we do not charge contractual penalties unless the carrier incurred costs connected with the organization of transport and is able to prove it.
2. Order cancellation less than 24 hours before planned loading - we charge a fine of 500 EUR.
3. Order cancellation at the moment when the carrier has incurred the costs of transport organization and is driving to the place of loading or is already at the



place of loading - we charge a contractual penalty up to 100% of the freight value, not less than 50%.

4. Additional costs: demurrage on loading/unloading and demurrage connected with customs and tax activities in Poland and the EU, settlement method:

- demurrage costs for loading/unloading for each started hour, more than 4 hours free at loading/unloading: 36 EUR/h, but not more than 400 EUR per day of parking (Saturday + Sunday and holidays are counted as parking),
 - Parking time is defined as a period of waiting for unloading for up to 72 hours (not including the free period of 4 hours), after exceeding this period we charge for the storage of goods in a tank.
 - Storage of goods in a tanker: 25 EUR/h, max: 600 EUR/day - without additional services. Saturday + Sunday and holidays are also included in the storage period.
- The freight price includes costs of the tank washing, calculated in accordance with the sent MSDS document at the moment of valuation. Any additional costs arising during the removal of product residues at the tank cleaning station, like extra manual work, are re-invoiced to the Customer.
- The waiting time for documents/ analyses/ SENT declarations/ customs clearance/ time required for heating the goods during transport and all other procedures that are the responsibility of the shipper/receiver of the goods or the Customer are included in the parking time.

We declare that we do not accept additional conditions in transport/forwarding orders concerning a widely understood prohibition of contact with the customer, noncompete, and imposing on the Contractor a contractual penalty for its violation.

We also inform, that all the provisions going beyond the essential regulations of the Transport Contract, especially its financial aspect, including contractual penalties must be each time accepted in writing by TABUN Filip Więcek.



The regulations of the Civil Code regarding liability for failure to perform an obligation (art. 471 in connection with art. 361 § 2 of the Civil Code) are applicable to all Orders.

To the contracts and all other juridical relations with TABUN Filip Więcek, Polish law is obligatory. The conflicts arising from the agreements or any other juridical relations shall be recognized by the common court, proper for TABUN Filip Więcek seat, based on Polish law.

TABUN Filip Więcek

