



## **General terms of cooperation for the Carrier**

### **Regulations for the execution of transport orders**

1. Current OCP International + Country Policy required. Transport license - international carriage of goods and all permits and certificates required for the order.
2. The Contractor undertakes to assign for the performance of this transportation order driver(s) selected and instructed in accordance with the requirements of applicable regulations and the specificity of the loads transported - in particular in the case of ADR transports, the Contractor will ensure that drivers performing such order have current licenses in accordance with the class of loads transported and undertakes to cooperate with the DGSA Advisor and submit reports on transport of dangerous goods required by law. Drivers and vehicles shall be equipped with appropriate personal protective equipment and emergency equipment as specified in regulations on transport of dangerous goods. In case of their failure, the carrier shall be fully responsible for any penalties and damages related to the transport.
3. The Contractor shall comply with current national and international legal regulations relating to drivers' pay and working hours and shall maintain related records.
4. The Contractor shall prohibit the consumption of alcohol, use of narcotic substances, and taking medications affecting the psychomotor skills of the driver during the performance of the contracted transport assignment.
5. The Contractor shall ensure that Contract Drivers conduct themselves in accordance with the principles of Behaviour Based Safety (BBS).
6. The Contractor shall be obliged to ensure the proper technical condition of vehicles used to carry out the ordered transport assignment, perform all technical inspections required by law, and perform daily servicing.

The vehicles used for transportation must be technically efficient and have current inspections and technical examinations. The order will be carried out in accordance with all applicable national and international laws (ADR, AETR, CMR, TIR, Transportation Law Act).

7. The tanks/containers provided by the carrier must be clean, dry, odorless, and without discoloration, with a current certificate of ECD cleaning (copy for loading and unloading) from a reputable tank cleaning station, not older than 3 days for loading chemicals, max. 24h when loading food goods. The tanker's unloading air hose system must be clean. We recommend the cleaning code EFTCO-E60. It is the driver's responsibility to ensure that the tanker or container's tank and loading/unloading system is clean, dry, and odorless after cleaning.



**If the above-mentioned requirements are not fulfilled, the driver is not allowed to load!**

8. The driver must be equipped with a functioning cell phone and full protective clothing.
9. The tank has to be equipped with unloading hoses min. 2 hoses with a total length of 12m, a compressor/unloading pump, and proper connectors for hoses and pipes. We require that the tanker has its own efficient Webasto heating system or heating installation (coil) to which heating can be connected from outside.
10. The Carrier shall take full material responsibility for the cleanliness and technical condition of the tank provided for loading. In case of contamination, damage, loss or total loss of transported goods the Ordering Party shall issue a debit note to the Contractor for 100% value of transported goods.

The amount of costs for damage, contamination, loss or total loss of the goods transported depends on the calculation of the owner (importer/exporter) of the goods or the person ordering transport and is 100% of the value of the goods + additional costs indicated by the importer/exporter of the goods.

11. Contractual penalties if the Contractor fails to comply with the Transport Contract:
  - Cancellation of the Order more than 24 hours (only working days Monday to Friday are counted) before the scheduled loading - we do not charge contractual penalties,
  - Cancellation of an Order less than 24 hours (only working days: Monday to Friday are counted) before the planned loading - we charge a penalty of 500EUR,
  - Cancellation of an order on the day of planned loading - we charge a contractual penalty of up to 100% of the value of the order.
12. Free from all parking fees is 24 hours for loading and unloading and customs formalities related to the carriage, or when the goods, as a result of investigations, are secured by law enforcement agencies or state services of a country, pending investigation, as well as Saturdays, Sundays, local holidays and stop at the border.

Downtimes longer than 4 hours must be confirmed with an entry in the CMR stamped by the sender/receiver of the goods. The amount of the demurrage shall be approved by the customer.

Delay in delivery, failure to deliver or timely loading/unloading shall result in a contractual penalty of EUR 400, up to the agreed freight amount, plus any additional penalties charged by the shipper/receiver of the goods.

13. The Contractor must inform the Principal in a timely manner about the transport process. The goods must be weighed before and after the loading and unloading procedure at loading and unloading. If the difference in weight of the goods is more than 20kg, please contact the TABUN and do not leave the loading/unloading place without



our permission! We are not financially responsible for the decisions of the carrier not consulted with our Freight Forwarder.

Any other problems should be immediately reported to the Principal.

14. Payment term is counted from the date of receipt of a correctly issued invoice for the transport + original CMR/delivery note/Lieferschein. The Customer requires the return of the original CMR + transport documents with the signature, date, and stamp of the recipient. The Contractor undertakes to return the above-mentioned documents to the address of TABUN Filip Więcek within 14 calendar days from the date of unloading.

Invoice payments are made only 1x/week, every Friday of the week.

15. The driver is obliged to check the conformity of the goods (name, quantity, and weight) with the contents of the Waybill or attached specification document. Any remarks and discrepancies should be written in the Waybill and confirmed by the Consignor. The consignment note should include remarks on the quantity and the condition of seals before unloading.
16. The driver is obliged to carry out the loading and unloading of the goods in accordance with the instructions received from the loading, unloading or ordering party. The driver is obliged to control the correct placement of the goods and to ensure that the loading and unloading procedure is carried out correctly. Irregularities must be reported immediately to the Client before leaving the loading or unloading site.
17. In the event of failure to comply with the terms of the 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 offsetting mutual settlements.
18. In the event of non-compliance with the contract of order, we reserve the right to reinvoice costs and penalties charged by the exporter/importer of the goods. We reserve the right to settle debit notes issued to the Contractor by offsetting mutual accounts.
19. It is forbidden to assign the load to any third party without our written permission under the pain of a financial penalty amounting to the agreed freight price according to the order.
20. We authorize the Contractor to issue an invoice without our signature. The date of sale shall be the date of unloading on the basis of the delivery document!
21. Failure to follow the guidelines for neutralization of documents on loading/unloading will result in a penalty to the carrier in the amount of the agreed Freight.
22. The court competent to resolve disputes arising from the execution of Orders is the court competent for the seat of the Principal.



23. The Freight Price includes all costs and charges incurred by the Contractor who undertakes to organize the transport in accordance with the order.

**IMPORTANT:** In accordance with the Polish Act on the Monitoring of Road Transport of Sensitive Goods (SENT) from May 1, 2017, and similar laws in European countries, we require each carrier to personally verify, at the time of accepting an order, whether the goods are subject to these regulations. The final carrier is responsible for declaring the carriage of the goods in question on the relevant platforms of the concerned country. The carrier is also responsible for declaring, reporting, and updating the carriage, and for knowing the customs and tax laws related to the transport of sensitive goods through the territories of the relevant states where the transport is carried out. The carrier is liable for any legal and financial consequences arising from failure to comply with this obligation.

TABUN Filip Więcek is not responsible for failure to fulfill the obligations imposed on the carrier by law!

**PLEASE CONFIRM ORDER ACCEPTANCE IN WRITING. LACK OF SUCH CONFIRMATION WITHIN 30 MINUTES OF RECEIVING THE ORDER WE TREAT IT AS ACCEPTANCE IN FULL AND WITHOUT RESERVATIONS, with the effect of concluding a civil contract.**

**Principal and data administrator:**

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