



## **General Terms and Conditions of Cooperation for the Contractor**

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

1. Current OCP policy international + domestic required. Transport license - international carriage of goods and all permits and certificates required for a given order.
2. The Contractor undertakes to assign a driver/drivers selected and trained in accordance with the requirements of the relevant regulations and the specifics of the transported cargo to the execution of this transport order – in particular in the case of ADR transports, the Contractor shall ensure that the drivers executing such an order have current authorizations in accordance with the class of the transported cargo and undertakes to cooperate with the DGSA Advisor and submit the legally required reports on the transport of dangerous goods. Drivers and vehicles should be equipped with appropriate personal protective equipment and rescue equipment specified in the regulations on the transport of dangerous goods. In the event of their absence, the carrier shall be fully liable for any penalties and damages related to the transport.
3. The Contractor is obliged to comply with current national and international legal regulations relating to the remuneration and working hours of drivers and to maintain related records.
4. The Contractor is obliged to introduce a ban on the consumption of alcohol, taking narcotic substances and taking medications that affect the driver's psychomotor abilities during the performance of the assigned transport task.
5. The Contractor shall ensure that Drivers carrying out the order will act in accordance with the principles of Behaviour Based Safety (BBS).
6. The Contractor is obliged to ensure the proper technical condition of the vehicles used to carry out the assigned transport task, to perform all technical inspections required by law and to perform daily service activities.

Vehicles used for transport must be technically efficient and have current inspections and technical tests. The order will be carried out in accordance with all applicable provisions of national and international law (ADR, AETR, CMR, TIR, Act - Transport Law).

7. The tanks/containers provided by the carrier must be clean, dry, odorless, free from discoloration, with a current ECD washing certificate (copy for loading and unloading) from a reputable washing facility, not older than 3 days when loading chemicals, max. 24 hours when loading food products. The tanker's air duct unloading system must be clean. We recommend



the EFTCO-E60 washing code. It is the driver's responsibility to ensure that the tank and the loading/unloading system of the tanker or container are clean, dry and odorless after washing.

**If the above requirements are not met, the driver cannot report for loading!**

8. The driver must be equipped with a working mobile phone and full protective clothing.
9. The tanker must be equipped with at least 2 unloading hoses, with a total length of 12m, a compressor/unloading pump and appropriate connectors for hoses and valves. We require that the tanker has its own efficient Webasto heating system or a heating installation (so-called coil) to which external heating can be connected.
10. The Carrier bears full financial responsibility for the cleanliness and technical condition of the tank provided for loading. In the event of contamination, damage, shortage or total loss of the transported goods, the Ordering Party will issue a debit note to the Contractor for 100% of the value of the transported goods.

The amount of costs for damage, contamination, shortage or total loss of 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.

**11. Contractual penalties in the event of the Contractor's failure to comply with the Transport Agreement and cancellation of the order.**

- 11.1. In the event of failure to perform 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 terms of execution of the order agreed between the parties in another form, the Principal has the right to charge the Contractor with contractual penalties.
- 11.2. Regardless of the right to demand payment of contractual penalties, the Principal is entitled, in each case of failure to perform the obligation by the Contractor in accordance with its obligation, to perform this activity instead at the expense and risk of the Contractor, to which the Contractor hereby consents.
- 11.3. Regardless of the right to demand payment of contractual penalties, the Principal is entitled, in each case of failure by the Contractor to fulfil its obligation in accordance with its commitment, to charge additional amounts in respect of penalties imposed on the Principal by the sender/recipient of the goods.



- 11.4. Entrusting the execution of the Order to another entity due to the Contractor's failure to fulfill the obligation on time releases the Principal from the obligation to pay remuneration to the Contractor.
- 11.5. Withdrawal from the contract by the Contractor after accepting the contract (order) will result in the Principal imposing a contractual penalty in the amount of 100% of the freight, this does not exclude the claim for additional compensation in an amount exceeding the value in accordance with point 11.3.
- 11.6. The Contractor may withdraw from the contract within 30 minutes of receiving the contract (order); otherwise, the order is deemed to have been accepted for execution.
- 11.7. Withdrawal from the contract must be made by the Contractor in the form of an e-mail sent to the address [transport@tabun.eu](mailto:transport@tabun.eu)
- 11.8. In the event of a delay in providing a vehicle at the place of loading or unloading of the goods, the Client has the right to charge a contractual penalty of EUR 20 for each hour of delay, but not more than EUR 500 per 24 hours of delay.
- 12. The following are exempt from all parking fees and financial compensation:
  - 12.1. 24-hour waiting time for loading and unloading of goods,
  - 12.2. a stop at the customs office and customs and fiscal formalities related to the goods transport service,
  - 12.3. standstill in the event of initiating proceedings and securing the transported goods by law enforcement agencies or state services of a given country - until the goods are clarified and released,
  - 12.4. Saturdays, Sundays and public holidays in the country where the goods are transported,
  - 12.5. a stop at the border related to crossing it,
  - 12.6. if, in connection with the performed order, the Contractor is obliged to perform the standby service for longer than 24 hours and documents the longer standby time with a printout from the GPS locator and an entry in the waybill, CMR, standby card (the above-mentioned documents confirming standby must be stamped by the consignor/recipient/inspecting unit), the Principal shall be obliged to pay the Contractor a contractual penalty for each commenced day of standby in excess of the free 24 hours in the amount of: EUR 100/day or another amount if the parties so agree.
- 13. The Contractor must provide the Client with current information on the course of the transport process. During loading and unloading, the 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 Client TABUN and do not leave the loading/unloading place without our consent! We are not financially responsible for the carrier's decisions not consulted with our Forwarding. Any other problems must be reported to the Client immediately.

14. The payment deadline is counted from the date of receipt of the correct invoice for the transport performed + original CMR/delivery note/Lieferschein. The Client 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 documents to the address of the TABUN Filip Więcek company within 14 calendar days from the date of Unloading. Payments for invoices are made only once a week, every Friday of the week.
15. The driver is obliged to check the compliance of the goods (name, quantity and weight) with the content of the Waybill or the attached specification document. Any comments and discrepancies should be entered in the Waybill and confirmed by the Consignor. The Waybill should include notes on the quantity and condition of seals before unloading.
16. The driver is obliged to perform loading and unloading of goods in accordance with the instructions received from the shipper, unloader or client. The driver is obliged to control the correct arrangement of goods and ensure the correct loading and unloading procedure. Irregularities must be reported immediately to the Client before leaving the loading or unloading place.
17. In the event of failure to comply with the terms of the contract, we reserve the right to re-invoice 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 offsetting mutual settlements.
18. In the event of an urgent need, the order may be supplemented, changed or cancelled by the Client without having to provide reasons, provide documentation and without incurring any financial liability.
19. It is prohibited to transfer 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.
20. We authorize the Contractor to issue an Invoice without our signature. The date of performance of the Service is considered to be the date of unloading based on the delivery document!
21. Failure to follow the guidelines for neutralizing documents upon loading/unloading will result in the imposition of a penalty on the carrier in the amount of the agreed Freight.



22. The Contractor is obliged to observe confidentiality and the principles of fair competition. From the moment the Contractor's data is disclosed, e.g. by e-mail or through transport exchanges or other sources by TABUN Filip Więcek, a two-year period of prohibition of the Contractor from concluding transport agreements with the Client's client as well as direct contact with the client (all its locations) applies. The content of the terms of the Order and documents provided to the Carrier in connection with its implementation and the information contained therein are confidential and constitute a secret protected by law, in particular Art. 23 in connection with Art. 11 sec. 1 item 23, in connection with Art. 11 of the Act of 18 April 1993 on Combating Unfair Competition /Journal of Laws 47 item 211 as amended/. In the event of a breach of the above obligation, the Carrier will pay the Forwarder a contractual penalty of EUR 15,000.00 for each violation. The Freight Forwarder has the right to claim damages in an amount exceeding the contractual penalty.
23. The court with jurisdiction to resolve any disputes arising from the execution of Orders is the court with jurisdiction over the registered office of the Client.
24. The Freight Price includes all Costs and fees borne by the Contractor who undertakes to organize transport in accordance with the order.

**IMPORTANT:** In accordance with the Polish Act on Monitoring the Road Transport of Sensitive Goods SENT from 1.05.2017 and the same acts in European countries, we oblige each carrier to personally verify at the time 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 a given country. The carrier is responsible for reporting, updating and knowing the customs and fiscal law of the transport of sensitive goods through the territory of a given country in which it performs transport. The carrier is responsible for all legal and financial consequences for failure to fulfill this obligation.

TABUN Filip Więcek is not liable for failure to fulfil the obligations imposed on the carrier under the Act!



**PLEASE CONFIRM YOUR ACCEPTANCE OF THE ORDER IN WRITING. IF YOU DO NOT SUCH CONFIRMATION WITHIN 30 MINUTES OF RECEIVING THE ORDER, WE WILL TREATED IT AS YOUR ACCEPTANCE IN FULL AND WITHOUT RESERVATION with the effect of concluding a civil contract.**

**Client and data administrator:**

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