

GENERAL TERMS OF THE ORDER

1. These General Terms of the Order are an integral part of the transport order and, together with the content of the transport order, constitute the transport contract concluded between Leo-Sped Sp. z o.o., hereinafter referred to as the “Client,” and the carrier acting on its behalf, hereinafter referred to as the “Contractor” or “Carrier.”

2. The Contractor’s acceptance of the order (including acceptance through the commencement of its execution) constitutes acceptance of the following General Terms of the Order.

I. TRANSPORT EXECUTION RULES

1. Free waiting time:

a) 24 hours of free waiting time for loading, unloading, and customs clearance within the EU.

b) 48 hours of free waiting time for loading, unloading, and customs clearance outside the EU.

2. Waiting time must be documented on a waiting time card or in the transport document under the “carrier’s reservations” section and confirmed by the sender or recipient with a stamp and signature. Any waiting time must be immediately reported to the Freight Forwarder supervising the transport service. Waiting time charges do not apply on Sundays, public holidays, and other non-working days or when the delay is due to the Contractor.

3. Penalties for untimely vehicle arrival at the loading or unloading location as specified in the transport order:

- 50 EUR for delays up to 0.5 hours,
- 100 EUR for delays between 0.5 and 2 hours,
- Freight value (minimum 100 EUR) for delays exceeding 2 hours.

4. Failure to provide a vehicle, providing an unsuitable or unfit vehicle, or delivery delays will result in a contractual penalty amounting to the agreed freight rate.

5. Cancellation of transport after acceptance of the contract results in a penalty of 100% of the freight value.

6. The Contractor must provide a vehicle for loading that meets at least the EURO 5 emission standard. The cargo space must be clean, dry, and odor-free. Failure to meet these conditions may result in refusal of loading and a contractual penalty equal to the agreed freight rate.

7. The Contractor declares that the vehicle used will be adapted and equipped for the transport of hazardous goods (ADR), if the transport order involves such cargo. Additionally, the Contractor must ensure that the driver possesses valid ADR transport permits.

8. The transport must be carried out using technically sound vehicles (with valid technical inspections), suitable for the specific type of cargo, and holding all necessary permits. Vehicles must comply with national and international legal regulations, particularly the Polish Road Transport Act (Act of September 6, 2001) and the Polish Road Traffic Law (Act of June 20, 1997). The Contractor must equip the transport vehicle with:

- a) a mobile phone for continuous contact with the Client,
- b) a GPS device for tracking the vehicle and its route,
- c) appropriate securing equipment (e.g., securing straps, anti-slip mats, securing beams, etc.).

9. The driver must check the number, condition, and compliance of the shipment with transport documents upon pickup. Any damage, shortages, incorrect packaging, or other issues must be reported immediately to the Client and recorded on all copies of the waybill. The Contractor is fully liable for failing to report such issues before commencing transport.

10. If the sender prevents inspection of the cargo, the Contractor must inform the Client before loading. After loading, an entry must be made in all copies of the waybill stating that the inspection was not possible, along with the reason.

11. The driver is responsible for proper cargo arrangement, securing, and sealing integrity. The Contractor is fully liable for any damage, loss, or destruction due to improper cargo placement or securing.

12. The Contractor assumes responsibility for any loss, damage, or shortage of the cargo upon receiving it.

13. The Contractor must provide the Client with electronic updates on driver details (full name, ID number, and phone number).

14. The Contractor is responsible for ensuring that the driver takes all necessary precautions to prevent theft, damage, or loss. During stops, the vehicle must be parked in a guarded parking lot or, if unavailable, in a securely enclosed, closed, monitored, and well-lit area. Parking outside these conditions is allowed only in cases of:

- a) a road accident,
- b) a breakdown preventing further travel,
- c) refueling at a gas station,

d) customs clearance at the border,

e) waiting at the delivery location for necessary formalities.

15. When leaving the vehicle, the driver must take the transport documents, lock the vehicle, and activate anti-theft devices.

16. In case of transport damages or delays, the Client reserves the right to withhold payment of the agreed freight rate and charge the Contractor for claim handling costs and actual losses incurred. If a claim is filed by the customer, all freight payments and other settlements will be suspended until the claim is resolved.

17. Any additional costs incurred during transport must be pre-approved by the Client. Unapproved costs will be covered by the Contractor.

18. Subcontracting or further delegation of transport services is prohibited without the Client's written consent. A breach will result in a contractual penalty equal to the freight rate and be treated as gross negligence.

19. The Contractor may not transport additional cargo besides the one specified in this order without the Client's written consent, under penalty of a contractual fine equal to the agreed freight rate.

20. Transshipment without the Client's written consent is strictly prohibited. Unauthorized transshipment will result in a penalty equal to the freight rate and full liability for any hidden damage or defects.

21. The Contractor must have all necessary permits, licenses, and documents for the transport. Failure to comply will result in a penalty equal to the freight rate, along with reimbursement of any fines or sanctions imposed by authorities or customers.

22. The Contractor must ensure that the driver has a working mobile phone for direct communication.

23. The driver must remain in phone contact with the Client during transport. Lack of contact for more than 2 hours will result in a 500 PLN fine per incident.

24. Any disruptions in transport must be reported within 30 minutes via phone or SMS. Failure to do so will result in a 500 PLN fine per incident. Any route or loading/unloading location changes require Client approval via SMS or email.

25. Providing false vehicle location information (inability to contact the driver for over 1 hour) will result in a 100 EUR fine.

26. The driver must carry blank CMR waybills.

27. The Contractor agrees to cover all damages, penalties, and claims resulting from their actions or omissions, which may be deducted from the freight payment.

28. The driver must verify the recipient's identity and obtain a stamped receipt with a legible signature.

29. The driver must oversee unloading operations.

30. In case of cargo damage, the Contractor must prepare a damage report, documenting the shipment's condition and cause of damage. The report must be signed by the recipient and driver and include photographic evidence.

31. In case of damage, the Contractor must:

a) Immediately inform the Client,

b) Collect necessary documents as per CMR Convention or Transport Law,

c) Take all steps to minimize the damage.

32. The Contractor must ensure compliance with sender/recipient facility regulations (e.g., securing the vehicle with wheel chocks during loading/unloading). Improper behavior may result in a fine up to the freight value.

33. The Contractor must comply with all applicable transport regulations. The Client is not liable for any fines incurred due to non-compliance.

34. The trailer must be equipped with proper securing equipment (e.g., 18 securing straps, 24 corner protectors, full anti-slip mats, chains, etc.). The driver must wear protective clothing (e.g., safety shoes, reflective vest, gloves, helmet, goggles).

35. Orders are considered accepted unless written rejection is received within 30 minutes. Conditional acceptance does not modify the original terms.

36. The Contractor must manage returnable and CHEP pallets as required. Any refusal to return pallets must be documented.

CONDITIONS OF CARRIAGE BASED ON TRANSPORT LAW

The original consignment note must include:

– Vehicle registration number and the name of the Carrier,

– Driver's name,

– Confirmation of receipt of the shipment by the recipient "without reservations," including a company stamp, signature, and date. If there is no stamp, a legible signature and ID card number are required.

To execute the concluded transport order agreement and to pursue any potential claims, personal data will be stored in accordance with applicable legal regulations. Once this purpose ceases to exist, the data will be destroyed. The obtained data will not be used for any other purpose.

CONDITIONS OF TRANSPORTING FOOD PRODUCTS

The Contractor declares that the vehicle is adapted for the transport of food products in accordance with the applicable laws concerning food and foodstuff transportation.

CONDITIONS OF TRANSPORT BASED ON THE ATP CONVENTION

The Contractor is obligated to maintain the temperature specified in the transport order. This must be confirmed by a printout from a temperature recorder, which must be provided to the Forwarder along with the complete set of required return documents related to the transport order. The temperature at the time of pickup and delivery of the shipment must also be recorded and confirmed by the sender and recipient in the appropriate field of the consignment note.

CONDITIONS OF TRANSPORT BASED ON THE SENT ACT

1. The Client is obliged to inform the Contractor whether the shipment contains goods specified in the SENT Act and the regulations issued under this Act.
2. The Contractor is responsible for registering, supplementing, and updating the declarations when transporting goods specified in the SENT Act and its related regulations, in accordance with the relevant articles of the Act.
3. The Contractor will carry out the tasks specified in point 2 based on the data provided by the Client in the IT system. The Contractor must enter the following data into the system:
 - a) Full details of the Carrier actually performing the transport, including name, address, and VAT identification number,
 - b) License or permit numbers required under the Road Transport Act (if applicable),
 - c) Transport route details, including vehicle registration numbers and planned loading/unloading dates, as well as a contact phone number for the driver,

d) The telecommunications number of the GPS tracking device using positioning and data transmission technologies, installed with the software provided by the Head of the National Revenue Administration (SENT GEO),

e) Contact phone number or email for geolocation issue notifications,

f) Planned routes for shipments,

g) Additional information required from the actual carrier in the case of sensitive goods, as required by law.

4. The Client is not responsible for the accuracy of the data provided by the Contractor or for delays in their registration.

5. In case of delays in order execution that result in the expiration of the assigned reference number for the transport of sensitive goods, the Contractor must notify the Client at least 24 hours before the reference number expires.

6. The Contractor must inform the Client of any changes in transport details requiring updates to the SENT system, such as vehicle registration number, start location, and planned completion date.

PAYMENT TERMS

1. The invoice should be issued to:

Leo-Sped Sp. z o.o.

ul. Warszawska 21, 16-070 Choroszcz, NIP: 9662158791

2. Payment will be made in EUR or PLN. The invoice must be issued according to the instructions specified in the transport order under "Additional Remarks."

3. The invoice must be sent to the ordering branch along with the complete set of documents, including the consignment note confirmed by the recipient and WZ documents, within 14 days from the date of delivery. Otherwise, the Client reserves the right to deduct 50% of the amount due or extend the payment term to 90 days.

4. The Carrier is required to issue the VAT invoice for the transport order in the month of unloading.

5. The invoice must include the transport order number.

6. Collective invoices are accepted, but they must list all transport order numbers they cover.

7. Payment will be made via bank transfer to the Carrier's account indicated on the VAT invoice. Any changes to the bank account number must be reported in writing.

8. The payment date is considered the date on which LEO-SPED Sp. z o.o. debits its account.

9. Without prior written consent from Leo-Sped Sp. z o.o., the Carrier may not assign, transfer, or encumber any of its rights and/or obligations under this Agreement, either wholly or partially.

10. The payment term is counted from the date of receipt of a correctly issued invoice along with all required documents.

11. If the invoice does not comply with the transport order conditions or lacks an order number, it will be returned for correction.

12. In compliance with the amended VAT Act of April 12, 2019, payment will only be made after verifying that the bank account listed on the invoice belongs to an active VAT payer and is registered on the official "White List."

DATA PROTECTION

1. Both parties commit to fulfilling the information obligation regarding personal data, as required by Article 14 of the EU GDPR Regulation 2016/679.

2. Each party must:

a) Provide individuals whose data has been shared with an information clause within 5 days of data disclosure.

b) Provide written confirmation of receipt of the information clause upon request within 5 days of receiving the request.

3. If necessary, both parties agree to enter into a data processing agreement.

OTHER CONDITIONS

1. All information contained in the transport order and any details regarding Leo-Sped Sp. z o.o. acquired by the Contractor during the execution of the order are confidential and may not be used or disclosed to third parties. A breach of this obligation entitles Leo-Sped Sp. z o.o. to impose a contractual penalty equal to the Contractor's remuneration. Additional damages may be pursued if the actual damage exceeds the penalty amount.

2. The Contractor agrees not to engage in business operations with Leo-Sped's clients for 3 years after the contract ends. Violation of this clause incurs a penalty of 100,000 PLN per case. Complaints from Leo-Sped Sp. z o.o. must be addressed within 14 days, failing which the complaint will be considered accepted.

3. In the event of damage during transport, the Contractor must:
 - a) Report the damage to their insurer within 7 days of notification,
 - b) Provide the claim reference number within 14 days,
 - c) Provide all required documentation within 21 days, including tachograph and GPS records, driver statements, vehicle registration copies, driver qualification documents, and the employment contract of the driver. Non-compliance results in a penalty equal to the agreed freight charge.
4. For transport to, from, or through Germany, the Contractor must comply with the MiLOG minimum wage law and ensure subcontractors do the same. The Contractor indemnifies Leo-Sped Sp. z o.o. against claims or fines arising from non-compliance.
5. For transport to, from, or within France, the Contractor must comply with the LOI MACRON minimum wage law and ensure subcontractors do the same. The Contractor indemnifies Leo-Sped Sp. z o.o. against any resulting liabilities.
6. Data processing must comply with Leo-Sped Sp. z o.o.'s Privacy Policy, available at <https://leosped.eu/>. By accepting the order, the Contractor agrees to these terms.
7. This transport order forms part of the Carriage Agreement, which also includes the General Terms of Carriage (OWUP), Privacy Policy, and GDPR document, all available on the Client's website <https://leosped.eu/>. The Contractor acknowledges and accepts these terms.