

## **REQUIREMENTS:**

- 1. EXCHANGE OF PALLETS SHOULD BE CONFIRMED ON DOCUMENTS LIEFERSCHEIN/CMR/DPL/PALLET RECEIPT BY WRITING "KEIN PALETTENTAUSCH" AND/OR "NO CHANGE"**
- 2. WITHIN 72 HOURS, PLEASE SEND DOCUMENT CONFIRMATION DELIVERIES (PHOTOS/SCANS) TO THE EMAIL ADDRESS: [ADMINISTRACJA@SIMPLE-SOLUTIONS.COM.PL](mailto:ADMINISTRACJA@SIMPLE-SOLUTIONS.COM.PL), [CMR@SIMPLE-SOLUTIONS.COM.PL](mailto:CMR@SIMPLE-SOLUTIONS.COM.PL) AND OUR FORWARDER.**
- WITHIN 14 DAYS FROM THE DATE OF UNLOADING, PLEASE SEND THE DOCUMENTS TO ORIGINAL BY POST. VIOLATION OF THE DEADLINES WILL RESULT IN IMPOSING A PENALTIES IN THE AMOUNT OF 20EURO.**

### **General Terms and Conditions of Contracts for the Provision of Transport Services for Simple Solutions (GTC)**

#### **§ 1 General provisions**

1. These General Terms and Conditions (GTC) apply to transport contracts concluded between Simple Solutions Sp. z o.o. (Simple Solutions) with headquarters in Olsztyn at ul. Warmińska 21/1 (10-545 Olsztyn) - registered in the Register of Entrepreneurs of the National Court Register kept by the District Court in Olsztyn, 8th Commercial Division of the National Court Register, under KRS number 0000855950, NIP number 7393943534 and REGON number 386815533, and entities performing the activity of gainful transport road goods (carriers).
2. The GTC define the rules of cooperation in the scope of the Carrier's performance of transport services for Simple Solutions.
3. The GTC shall apply to the extent not regulated in the contract of carriage (Order).

#### **§ 2 Basic rules for the execution of the Order**

1. The Carrier is obliged to organize its own work, the work of its employees and associates to ensure the proper performance of the Order.
2. Without the consent of Simple Solutions, the Carrier may not entrust the performance of the Order, in whole or in part, to a third party.
3. The Carrier is responsible for the acts and omissions of persons with the help of whom it performs the Services, as well as for its own actions and omissions.
4. The Carrier and the drivers with whom the Carrier performs the Order are not entitled to submit or accept declarations of will on behalf of Simple Solutions.
5. Performing the Order, the Carrier complies with the provisions of international and national law, in particular the provisions governing: road traffic rules and road transport, driving periods, breaks, rest periods, drivers' working time and environmental protection, and the minimum wage of the countries in which its employees provide work in order to perform the Order. In this, the Carrier is obliged to immediately submit, at Simple Solutions' request, relevant documents for the payment of the minimum wage to the Carrier's employees participating in the performance of the Order.
6. The Carrier performs the Order only with the use of vehicles that are the property of the Carrier or are covered by another legal title of the Carrier, ensuring constant and free use of the vehicle and meet the requirements of the law.
7. Simple Solutions entrusts the Carrier with the performance of transport in the form of a written Order, submitted using means of distance communication, mainly via e-mail.
8. The Carrier is obliged to check whether the content of the Order complies with the agreed conditions. In the event of any deficiencies, irregularities or reservations, the Carrier is obliged to immediately notify Simple Solutions of this fact, under pain of losing the right to refer to them in the future. Acceptance of the Carrier's objections to the Order requires confirmation by Simple Solutions in the form of a corrected Order.
9. It is not possible for the Carrier to accept the Order subject to changes to its content. Any changes to the content of the Order require the express approval of Simple Solutions.
10. The Order received by the Carrier is valid and takes effect without the need to confirm it, unless the Carrier states within 30 minutes that he does not accept the Order.
11. Simple Solutions' orders, issued to the Carrier or persons participating in the execution of the order on its behalf in the course of transport, are binding regardless of the form of their transmission (orally or in writing, via e-mail, stock exchange communicator, telephone). In the event of contradictory orders, the order issued later is binding.

#### **§ 3 Detailed obligations of the carrier**

1. The Carrier is obliged to perform the Order in accordance with Simple Solutions' instructions, the Order, the provisions of the GTC, applicable regulations, with due diligence resulting from the professional nature of the Carrier's activities.

2. In particular, the Carrier is obliged to:

- 1) timely provide a technically operational, clean, leak-proof vehicle for loading, free from foreign smells and meeting the additional conditions stipulated in the Order. The substitution of a vehicle that does not meet these requirements is considered as a failure to deliver the vehicle.
- 2) perform a quantitative check of the consignment against the shipping document - weight and dimensions of the shipment, as well as checking its external condition and packaging. In the event of non-compliance or in the case of impossibility to check, the Carrier is obliged to notify Simple Solutions and make an appropriate annotation in the content of the transport document and obtain confirmation of this annotation from the sender;
- 3) leave the vehicle with the shipment only in places designed for this and ensuring the highest level of security, i.e. in a fenced, closed, supervised, monitored and very well-lit area;
- 4) perform loading or unloading of the shipment at the request of Simple Solutions;
- 5) correctly arrange and secure the shipment for transport and transport the shipment free from damage, voiding or loss;
- 6) exercise the utmost diligence and take appropriate precautionary measures to protect the shipment against damage, including against events that constitute a crime or an offense, e.g. theft;
- 7) provide Simple Solutions with constant telephone contact with the driver performing the transport;
- 8) follow the instructions of Simple Solutions during the execution of the Order;
- 9) immediately report to Simple Solutions any obstacles in the execution of the Order or the delivery of the shipment;
- 10) provide the status of the shipment (arrival for loading, loading of goods, arrival for unloading and unloading of goods);
- 11) correctly fill in the shipping documents, check the documents filled in by the sender and follow the instructions and documentation relating to the shipment;
- 12) strictly adhere to the hours of loading or unloading the shipment specified in the Order;
- 13) confirm in the shipping documents or pallet receipts the fact of pallet replacement or its absence during loading and unloading;
- 14) immediately notify Simple Solutions of any damage to the shipment or delay in transport and prepare a detailed report on the actual condition of the shipment, circumstances of the damage or delay and their causes;
- 15) obtain confirmation of receipt of the shipment by the recipient in the content of the transport document and other documentation in the form of a legible signature and a stamp, together with an indication of the date and time of delivery;
- 16) make an annotation in the content of the transport document about the possible refusal to accept the shipment by the recipient and its reason, and proceed with the shipment in accordance with Simple Solutions' instructions;
- 17) in the case of refrigerated transports - each time attach to the set of documents a printout of the temperature measurement in the cold store;
- 18) provide Simple Solutions with a legible copy of the transport documentation immediately after finishing of each Order, but not later than within 72 hours from unloading, to the appropriate e-mail address of the forwarder acting on behalf of Simple Solutions.
- 19) provide Simple Solutions with the original shipping document and the invoice for the execution of the Order, as well as other documents accompanying the shipment within 14 days from the date of unloading.

3. The carrier is prohibited from:

- 1) change the manner of executing the Order without the prior instruction of Simple Solutions;
  - 2) leave the parcels unattended;
  - 3) making additional reloads or reloading or any activities without the consent of Simple Solutions (clause on dedicated transport);
  - 4) disclose the terms of the Order at the place of loading or unloading.
4. The Carrier is obliged to immediately notify Simple Solutions of the impossibility of providing the vehicle at the loading site or the impossibility of executing the Order, together with an indication of the reason.
5. Acceptance of the shipment without reservations means its acceptance in accordance with the transport document and accompanying documents.
6. The carrier is obliged to have and maintain a valid license for the provision of transport services and liability insurance (OCP) and to submit, at each request of Simple Solutions, documents confirming the fulfillment of these obligations, including: insurance policies, general insurance conditions, proofs of payment of insurance premiums or individual insurance premiums. insurance premium installments.

#### **§ 4**

#### **Carrier's liability**

1. The Carrier is liable for any damage resulting from non-performance or improper performance of the Order in accordance with applicable regulations, subject to the following regulations.
2. If it is impossible to execute the Order or there is a risk of its non-performance, the Carrier is obliged to cover all costs incurred by Simple Solutions in connection with ensuring further execution of the Order, including the costs of a substitute order for transport performance.
3. If the content of the Order or other agreement concluded between Simple Solutions and the Carrier stipulates a contractual penalty for breach of a specific obligation, Simple Solutions is entitled to claim supplementary compensation on general terms, if the damage suffered as a result of breach of the obligation exceeds the reserved contractual penalty.

#### **§ 5**

#### **Carrier's fee**

1. The Carrier is entitled to remuneration for the proper performance of the Order on the terms set out in the Order.
2. The remuneration specified in the Order covers all costs of the Carrier related to the performance of the contract (all in), including payments for vignettes and tolls as well as loading and unloading.

3. Simple Solutions is not obliged to pay fees for the first 3 hours of waiting, both for loading and unloading. In the case of waiting more than 3 hours, the carrier is entitled to remuneration in the amount of 250 eur per day or 250 pln if transport is in Poland. Sundays and public holidays in the country where the loading or unloading takes place are not included in the time of loading and unloading.
4. In the case of shortening the transport route, Simple Solutions is entitled to proportionally reduce the freight rate specified in the Order.
5. The Carrier is obliged to issue a VAT invoice in the month of the Order execution.
6. Unless otherwise specified in the Order, **the VAT invoice payment deadline is 60 days from the receipt of original documents** by Simple Solutions by post.
7. If the remuneration is agreed in Euro, the **Carrier should indicate on the VAT invoice the price in Euro**, on the day preceding the day of unloading, and indicate separate bank account numbers for payment in both currencies. Freight will be paid only after the payment deadline has expired, counting from the date of receipt of the original correctly issued VAT invoice with a complete set of original documents. Simple Solutions is not responsible for the resulting costs of exchange rate differences and bank currency conversions.
8. In the event of receiving complaints regarding the Order, including entries in CMR, Lieferschein, WZ or another document, the payment period for the service is extended by 90 days.
9. Simple Solutions is entitled to deduct from the receivables due to the Carrier the mutual receivables of Simple Solutions, including those not yet due.
10. Set-off (compensation) may be made in such a way that the Carrier's claims may be reduced by Simple Solutions by the sum of mutual claims of Simple Solutions, without the need to submit an additional statement on the set-off.
11. The carrier has no right, without the prior consent of Simple Solutions, to sell (assign) any receivables resulting from the order or disposal of them in any other form.

## § 6 Contractual penalties

1. The carrier, during cooperation with Simple Solutions and for a period of 2 years from its completion, undertakes not to accept any orders from Simple Solutions contractors (entities ordering loading), the subject of which would be transport or forwarding. This restriction also applies to persons acting in the performance of this order on behalf of the Carrier. In the event of violation of the prohibition in question, the Contractor shall pay the Principal a contractual penalty in the amount of EUR 75,000 for each violation.
2. Simple Solutions reserves the right to charge the Carrier with a contractual penalty in the amount of euro 500 for each breach of the dedicated transport clause.
3. Failure to report to Simple Solutions any events affecting the correct execution of the order results in the imposition of a penalty of 500 euro for each failure to notify.
4. Failure by the Carrier to provide the status of the shipment (arrival for loading, loading the goods, arrival for unloading and unloading the goods) will result in charging the Carrier with a contractual penalty of euro 25 for each status.
5. Failure to provide the information requested by Simple Solutions or providing false information regarding the course of the order by the Carrier will result in imposing a contractual penalty on the Carrier in the amount of euro 200.
6. Failure to deliver the documents within the time limits provided for in these GTC will result in imposing a contractual penalty on the Carrier in the amount of 20 euro.
7. The Carrier shall pay the Customer a contractual penalty in the amount of euro 1,000 for each breach of the obligation to neutralize documents.
8. In the event of an obligation to replace pallets or gitterboxes on loading, the Contractor is obliged to confirm the replacement with an original pallet receipt or other appropriate document - under pain of a contractual penalty of euro 20 per pallet and euro 100 per gitterbox (the equivalent in PLN according to the average exchange rate of the National Bank of Poland with the day of issuing the debit documents). Failure to deliver the original pallet receipt confirming the replacement of pallets / gitterboxes within 14 days from the date of service performance will be treated as a failure to replace and will also result in the charging of the above-mentioned contractual penalties.
9. Contractual penalties are payable as soon as the grounds for their calculation arise and do not require a call for payment for their due date.

## § 7 Final Provisions

1. In the event of a contradiction between the content of the GTC and the content of the Order, the content of the Order is binding.
2. In matters not covered by the GTC, the provisions of Polish law shall apply, including the Transport Law of November 15, 1984 and the Convention on the Contract for the International Carriage of Goods by Road (CMR) of May 19, 1956.
3. Simple Solutions reserves the right to unilaterally introduce changes to the GTC, repeal them and replace them with new ones - at any time. Amendments to the GTC will be published on the Simple Solutions website or will be made available to the Carrier in a different way. Amendments to the GTC are binding for the Carrier if, within one week of the publication of the changes or their making available to the Carrier in any other way, he does not terminate the Order with a 1-month notice period.
4. The Parties undertake to endeavor to resolve any possible disputes arising in connection with the performance of the Order and the GTC through negotiations. Disputes that cannot be resolved through negotiations will be considered by Polish common courts having jurisdiction over the seat of Simple Solutions.
5. The contract is subject to the law in force in the Republic of Poland.
6. These GTC shall enter into force on July 1, 2022.