

## GENERAL TERMS AND CONDITIONS

These general terms and conditions of cooperation, referred to as the "Agreement," apply to all service and goods transport agreements made by "OLENLOG LTD Limited Liability Company" located at 42/115 Mlynarska street, 01-171, Warsaw, Poland, VAT: 5272751119.

The company is represented by the, Paweł Dziwiszek, hereinafter referred to as the "Ordering Party." The other party involved in the agreement is the contractor, which may be an entrepreneur, private individual, or legal entity, hereinafter referred to as the "Contractor."

### 1. SUBJECT OF THE AGREEMENT

- 1.1 The Ordering Party, acting in the interests of its client and at its own expense, places an order, and the Contractor agrees to provide the specified services for a fee.
- 1.2 The services may include Road freight transport, handling cargo related to conventional road, rail, sea, and air transport for import, export, and transit purposes, reloading goods at warehouses, ports, and border crossings, storage, sorting, and other logistics services not specified above.
- 1.3 The order, which forms an integral part of the contract, will outline the details of each service.
- 1.4 The order may be transmitted via fax or electronic data transfer and shall hold the same validity as an original order as specified by law.
- 1.5 The completion of each service and the financial settlement between the parties will be validated by appropriate documents such as a CMR (Convention relative au contrat de transport international de marchandises par route) or a handover protocol.

### 2. OBLIGATIONS OF THE CONTRACTOR

- 2.1 The Contractor must organize the service following all provisions outlined in the order while complying with applicable law. The Contractor must exercise due diligence from receiving the goods from the sender until handing them over to the recipient.
- 2.2 The Contractor must organize the service based on the nature of the entrusted work and possess all necessary documents and permits for this purpose.  
The Contractor must promptly inform the Ordering Party about any delays on the route and any obstacles encountered during service performance, such as breakdowns, accidents, inspections by relevant authorities, or the shipper's refusal to release the goods.
- 2.4 The Contractor must send the Ordering Party the original documents or certified copies of the CMR or other relevant documents.
- 2.5 The Contractor must issue invoices for the agreed services on time to ensure prompt payment.

### 3. OBLIGATIONS OF THE ORDERING PARTY

- 3.1. Provide a transport order that includes all necessary information about the cargo and any additional requirements from the cargo owner. The required documents must also be supplied to carry out the agreed service.
- 3.2. Upon the contractor's request, submit any necessary powers of attorney required to perform the service or for customs declaration of the goods.
- 3.3. Promptly report any changes that may occur during the service performance. If any changes lead to additional costs, these must be repaid.

#### **4. PAYMENT TERMS**

- 4.1 Service payments will be made at an agreed-upon rate by both parties and must be completed within 30 days of receiving the original documents.
- 4.2 The currency used for payments will be agreed upon by the parties for the specific agreement related to the services performed.
- 4.3 Payment will be made after the receipt of documents that confirm the completion of the services.
- 4.4 To fulfil the Client's order, the freight forwarder may engage third parties, enter into appropriate agreements with them, and make payments for the services rendered by those third parties.
- 4.5 The Ordering Party may pay for services performed by third parties, tax liabilities, and other related payments from its operating funds, with a subsequent reimbursement from the Client.
- 4.6 The costs associated with the transfer of funds will be borne by the party making the payment.
- 4.7 The Ordering Party agrees to the assignment of receivables.

#### **5. SCOPE OF LIABILITY OF THE PARTIES**

- 5.1. The party that breaches its obligations under this agreement must promptly compensate the other party for any incurred damages, in accordance with this agreement and applicable law.
- 5.2. The ordering party is responsible for providing accurate information regarding the ordered services, goods, and accompanying documents.
- 5.3. In the event of a transport stoppage deemed excessive, additional charges will apply. Detailed provisions regarding the duration and rates for stoppage are specified in the order.
- 5.4. The ordering party reserves the right to impose contractual penalties for any refusal of an order confirmed by both parties, provided it occurs less than 24 hours before the scheduled loading or in case of failure to load.
- 5.5. If any destruction, shortage, or loss of goods occurs due to the contractor's fault during the provision of services, the contractor must compensate the full amount of the damages incurred. The amount of damage will be determined based on the actual value of the goods.

#### **6. FORCE MAJEURE**

- 6.1 Neither Party shall be held liable for failure to perform or improper performance of their obligations under this agreement if such failure or improper performance is caused by force majeure. Force majeure includes circumstances beyond the control of the Parties, such as acts of war, riots, acts of terrorism, strikes, embargoes, blockades, economic sanctions, currency restrictions, and other governmental actions, as well as natural disasters like fires, floods, earthquakes, and seasonal phenomena (e.g., snow drifts) that prevent the proper performance of this agreement during such events.
- 6.2 If performance of the service is not possible due to force majeure, the term for performance shall be extended until the force majeure circumstances cease to exist.
- 6.3 The Party experiencing the force majeure event must promptly inform the other Party of its occurrence.

#### **7. WARRANTIES**

- 7.1. Each Party represents and warrants that
  - 7.1.1. It is a registered and active business entity following applicable law.
  - 7.1.2. It has taken all necessary legal measures that the applicable law requires to enter into this Agreement.
  - 7.1.3. It has no restrictions that would prevent it from performing legal acts, and as a result, this Agreement is valid and enforceable according to its terms.

#### **8. ARBITRATION**

- 8.1. The Parties shall define their relationship according to the provisions of the CMR Convention and the Convention on International Freight Transport. Matters not specifically addressed herein, including the methods and terms for filing claims, liability, losses, damages to cargo, and other related issues, shall be governed by international treaties.

8.2. Any disputes or differences that arise during the execution of this contract shall first be resolved through negotiation or written correspondence.

8.3. If the Parties cannot reach an agreement, disputes shall be resolved by the court following the applicable legislation.

## **9. OTHER ARRANGEMENTS**

9.1. Any changes to the terms of this Agreement are valid only if they are made in writing as amendments to the Agreement and signed by both parties.

9.2. Each party to this Agreement consents to processing its data, including the personal data of individuals involved in executing this Agreement, by the other party. Furthermore, each party agrees to allow the placement of its data in the appropriate databases maintained by the other party to conclude and perform this Agreement, following applicable regulations regarding data subjects' rights. Any disputes related to the lack of consent from individuals for the processing of personal data for these purposes will be resolved by the party responsible for involving those individuals in the conclusion or performance of this Agreement.

9.3. Processing of personal data refers to all activities conducted, in whole or in part, through automated IT systems and databases that relate to the collection, registration, organization, storage, adaptation, modification, renewal, usage, and dissemination of personal data (including distribution, implementation, transfer, depersonalization, and destruction). Personal data will only be transferred for processing transactions related to purchasing goods or services.

9.4. This Agreement may not be terminated if either party has outstanding debts.

9.5. The parties shall ensure the confidentiality of this Agreement.

Respectfully,  
Paweł Dziwiszek