GENERAL TERMS AND CONDITIONS OF FREIGHT FORWARDING SERVICES (GTC)

Transveg Sp. z o.o.

Effective as of August 20, 2026

Section 1. General Provisions

1. These General Terms and Conditions of Freight Forwarding Services ("GTC") define the terms and conditions for the provision of services by Transveg Sp. z o.o., based in Poland (hereinafter referred to as the "Forwarder").
2. The GTC constitute an integral part of every offer, freight forwarding order, and contract concluded between the Forwarder and the Principal, unless the Parties expressly agree otherwise in writing under pain of nullity.
3. Placing a freight forwarding order or accepting the Forwarder’s offer implies full acceptance of these GTC.

Section 2. Scope of Services

The Forwarder provides freight forwarding services, including in particular:

1. Organization of road freight transport;
2. Organization of sea freight transport (including Full Container Load - FCL and Less than Container Load - LCL);
3. Organization of multimodal and intermodal transport;
4. Organization of customs clearance through authorized third-party entities;
5. Organization of warehousing, transshipment, and cargo handling operations;
6. Organization of cargo insurance (Cargo Insurance);
7. Consultancy and advisory services regarding supply chain management.

Section 3. Nature of Business and Subcontractors

1. The Forwarder acts exclusively as a freight forwarding agent (organizer of transport).
2. Unless explicitly agreed otherwise in writing under pain of nullity, the Forwarder does not act as a carrier nor assume the obligations of a carrier.

3. The Forwarder is entitled to entrust the execution of individual operations under the order to subcontractors (carriers, terminals, warehouses, customs agencies, etc.) at its own discretion.

Section 4. Obligations of the Principal

The Principal is obliged to:

1. Provide the Forwarder with accurate, complete, and truthful information regarding the consignment, including its weight, volume, quantity, and properties of the cargo;
2. Timely deliver all documents necessary for the proper execution of the order, including customs, tax, and infrastructure documentation;
3. Properly prepare, pack, secure, and mark the goods in accordance with the requirements of the given mode of transport;
4. Strictly inform the Forwarder about any special characteristics of the consignment, particularly regarding dangerous goods (ADR, IMDG), goods requiring temperature control, or items susceptible to damage;
5. The Principal bears sole liability for all damage and expenses resulting from the provision of incorrect, incomplete, or delayed data or documents.

Section 5. Rights and Obligations of the Forwarder

1. The Forwarder undertakes to organize the transport with due professional care.
2. For the purpose of executing the order, the Forwarder retains the full right to select: a) Carriers and further subcontractors, b) Ocean carriers and shipping lines, c) Sea, land, and transshipment terminals, d) The route and transport technology.

Section 6. Documents

1. The Forwarder executes the order based on documents provided directly by the Principal or entities indicated by the Principal.
2. The Forwarder is under no obligation to verify the authenticity or correctness of the documents provided and shall not be liable for errors, incompleteness, or discrepancies between the documents and the actual state, nor for any delays resulting therefrom.

Section 7. Sea Freight and Terminal Operations

In the case of organizing sea freight transport and port/terminal handling:

1. All provided estimated times of departure (ETD), arrival (ETA), and transit times are indicative only and do not constitute guaranteed deadlines.

2. The Forwarder shall not be held liable for changes in carrier schedules, vessel cancellations (*blank sailing*), port omissions (*rollover*), port congestion, or delays resulting from decisions of terminal or customs authorities.

Section 8. Additional Costs

1. Unless the binding offer of the Forwarder explicitly states otherwise, the agreed remuneration does not include extraordinary and additional expenses, in particular: a) Demurrage, detention, and storage charges; b) Costs of customs inspections, veterinary, phytosanitary, or sanitary inspections, and fumigation; c) Fees and inspection costs arising from decisions of public administration authorities; d) Vehicle detention or laytime costs incurred through no fault of the Forwarder.
2. All above-mentioned costs shall be borne in full by the Principal.

Section 9. Liability of the Forwarder

1. The Forwarder shall only be liable for damages resulting from causes attributable to the Forwarder for non-performance or improper performance of the service, limited to intent or gross negligence.
2. The Forwarder is liable for subcontractors used in the performance of the order solely within the limits of fault in selection (*culpa in eligendo*). The Forwarder shall be free from liability if due professional care was exercised in selecting the subcontractor.
3. The Forwarder's liability for acts or omissions of a subcontractor shall in no case exceed the scope or limits of liability that such subcontractor bears under the applicable laws governing the respective mode of transport (in particular the CMR Convention, National Transport Law, Hague-Visby Rules, etc.).
4. The Forwarder is not liable for delays in delivery or damage resulting from causes beyond its control, including force majeure, adverse weather conditions, strikes, IT system failures, decisions of public authorities, or road and port congestion.
5. The Forwarder’s liability shall not include loss of profit (*lucrum cessans*), indirect, or consequential damages.

Section 10. Limitation of Liability

1. The Forwarder’s liability for loss, shortage, or damage to the consignment is limited to **2 SDR** (Special Drawing Rights of the IMF) per kilogram of gross weight of the missing or damaged cargo.
2. The total liability of the Forwarder for any claims arising from a single event or freight forwarding order shall not exceed the equivalent of **50,000 SDR**.

3. The Forwarder's liability for delay in service performance is limited to a maximum of the remuneration (forwarding commission) due to the Forwarder for the given order.
4. Declaration of a higher value of the consignment requires explicit written acceptance by the Forwarder and payment of an agreed surcharge prior to the execution of the order.

Section 11. Payments and Settlements

1. The Principal is obliged to make timely payment of the remuneration and reimburse all reasonable costs incurred by the Forwarder in connection with the order.
2. The Forwarder reserves the right to demand an advance payment, prepayment, or appropriate financial security at any time.
3. In the event of payment delays, the Forwarder has the right to suspend the execution of current and subsequent orders of the Principal until all outstanding debts are settled.
4. The occurrence of cargo damage, delay in delivery, or refusal of compensation payment by an insurer does not release the Principal from the obligation to pay the Forwarder’s fee in full.
5. The Principal shall have no right to unilaterally set off any compensation claims against the remuneration due to the Forwarder.

Section 12. Contractual Right of Lien

1. To secure claims for remuneration, reimbursement of expenses, and any other receivables (both current and outstanding from previous orders), the Forwarder is entitled to a contractual right of lien over consignments, goods, and related documents currently in the possession of the Forwarder or entities acting on its behalf.
2. The Forwarder has the right to withhold the release of goods or documents until all outstanding payments, together with interest, are fully settled.
3. All costs incurred in exercising the right of lien (including storage fees, detention, demurrage, port charges, and security costs) shall be borne entirely by the Principal.

Section 13. Complaints

1. Complaints regarding the performance of freight forwarding services must be submitted to the Forwarder in writing under pain of nullity within 14 days from the date of completion of the service or the date when the service should have been completed.
2. In the case of non-apparent damage or defects, the complaint notification must be submitted in writing no later than 7 days from the date of delivery of the goods to the Consignee.

3. The complaint notice must include a detailed description of the incident, proof of damage, and a complete set of supporting documents (including damage protocol, bill of lading/consignment note, commercial invoice).

Section 14. Force Majeure

The Forwarder shall be exempt from liability for non-performance or improper performance of obligations if it resulted from a force majeure event (e.g., war, acts of terrorism, natural disasters, epidemics, blockage of key shipping lanes or border crossings) beyond the control of the Forwarder and which could not have been prevented.

Section 15. Final Provisions

1. Matters not regulated by these GTC shall be governed by the applicable provisions of Polish law, in particular the Polish Civil Code.
2. Any disputes arising from the provision of services by the Forwarder shall be resolved by the common court having local jurisdiction over the registered seat of the Forwarder.
3. Should any provision of these GTC be deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.
4. The current version of the GTC is published on the official website of Transveg Sp. z o.o. and the Principal is deemed to have read and accepted it prior to placing an order.
5. In the event of any discrepancies between the Polish text of the GTC and any translation thereof, the Polish language version shall prevail.