



PRZEDSIĘBIORSTWO PRZEWOZU TOWARÓW
PKS GDAŃSK-OLIWA SA
80 - 394 GDAŃSK UL. KOŁOBRZESKA 28

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Spółka zarejestrowana w Sądzie Rejonowym Gdańsk-Północ w Gdańsku, Wydział VII Gospodarczy: KRS 00003
FORTIS BANK POLSKA SA O/GDAŃSK: 02 1600 13039004 1007 1021 0001 (PLN)
BRE BANK SA O/RGDAŃSK: 02 1140 1065 0000 2931 1600 1001 (PLN)

GENERAL CONDITIONS OF ORDER – international

1. Relevant provisions in the CMR Convention, including the provisions of these General Conditions of Order shall apply to the order.
2. A failure to refuse acceptance of the order in writing within one hour shall be regarded as (tacit) acceptance of the order and acceptance of all terms and conditions thereof.
3. The Contractor must have a valid carrier's civil liability policy or forwarder's civil liability policy, while the vehicle shall have the licence, valid official examination certificate, insurance and any permits required in order to complete the order correctly.
4. The driver must have a mobile phone or other means of communications and has to send daily before 9 am information about the order's progress and his/her current location. In the case of a failure to adhere to this requirement, the Principal shall charge the Contractor a contractual penalty of EUR 50 for each missing report.
5. The driver, when receiving the goods, has to check whether the goods type, quantity, weight and the goods packaging/loading method comply with our recommendations. In the case of any discrepancy the driver has to inform us directly from the loading site about any such circumstances.
The Contractor shall be responsible for correct arrangement/stowage of the goods in order to avoid axle overload.
6. Should the Principal or shipper find out that the Contractor has failed to tally correctly the goods loaded by the shipper's staff, i.e. the actual quantity is different from the goods specification, then in such circumstances contractual penalty of PLN 1,500 may be charged for each mistake. In the case of any reoccurrence of such incident the specific driver may (in future) be banned from entering (by vehicle) the shipper's premises.
7. The driver has to be present at loading/unloading and to secure the goods on the semitrailer/trailer in order to prevent them from damage or destruction during transport.
8. Each case of a failure to adhere to the time limit for loading or unloading (a demurrage) for reasons not being on the part of the Contractor or his subcontractor has to be notified immediately by the Contractor in writing (necessarily by fax) and confirmed in writing by the shipper or unloader on the original demurrage sheet. Failure to adhere to the conditions above will result in charging for the delay or non-payment of demurrage by us. The above form of sending information is also applicable in the case of any goods shortage and/or when any clear (visible) damage to the goods has been found.
9. Should the Principal, his client or the shipper find out that the Principal's driver has come to collect the goods when intoxicated or after having consumed alcohol, the Contractor shall be obligated to pay contractual penalty of PLN 1,500 to the Principal for such breach; however,





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Spółka zarejestrowana w Sądzie Rejonowym Gdańsk-Północ w Gdańsku, Wydział VII Gospodarczy: KRS 00093
FORTIS BANK POLSKA SAO/GDAŃSK: 02 1000 1303 0004 1007 1021 0001 (PLN)
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this shall not prejudice the Principal's right to claim full compensation based on general principles.

10. The first 48 hours, starting from the planned loading or unloading date, the first weekend and official holidays are exempt from demurrage charge. The demurrage charge amount shall in each case be agreed between the Contractor and the Principal in writing (or by fax/e-mail) after having received the order.
11. A contractual penalty equivalent to EUR 150 per day shall be payable by the Contractor for a delay in providing means of transport for loading or unloading, for reasons being on the part of the Contractor or his subcontractor. The Principal reserves the right of recourse in the case of any penalty arising from the aforementioned problem.
12. In the case of any complaint with regard to the quality of a provided service or any damage to the goods, payment may be made only after any matters in dispute have been sorted out.
13. Any reloading or loading of extra third party goods shall be allowed only with our prior consent, or else a contractual penalty equivalent to EUR 1,000 shall be charged.
14. Any change in the order's terms and conditions requires an effective confirmation in writing. Any consequences arising from failure to adhere to this requirement shall be suffered by the Contractor.
15. If damage has occurred, the carrier shall be obligated to notify the Principal immediately and draw up/ deliver relevant report.
16. The carrier shall be obligated to enter in the CMR consignment note: any damage to the goods, any missing goods, a change in any data contained in the CMR consignment note, including in particular any change concerning unloading location (after having agreed this with the Principal).
17. Any costs/expenses (compensation) arising from or out of non-performance of the order shall be borne by the Contractor. Should the Contractor fail to take up the order, another subcontractor will be commissioned by the Principal to effect the carriage, at the Contractor's expense.
18. Upon acceptance of this order, customer protection is in force. You are requested to discuss and agree any matters connected with this order only with us. Should any infringement of this restriction occur, we reserve the right to charge contractual penalty of EUR 5,000 from the Contractor.
19. The Contractor or any his subcontractor shall not be allowed — for the period of two years starting from the date of acceptance of this order — to provide directly or indirectly transport and/or forwarding services for the benefit of any entity indicated to the Contractor in this order and/or for the benefit of any third party connected in any manner whatsoever with





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- performance of this contract, or else any payment shall be stopped and contractual penalty equivalent to EUR 10,000 shall be charged.
20. The Contractor shall ensure complete confidentiality of any information concerning the Principal and his clients ("Confidential Information"), including but not limited to information about technology, organization and/or other information of commercial value, obtained by the Contractor during the period of collaboration, except for particular circumstances stipulated by the law in force. Except for particular circumstances stipulated by the law in force, The Contractor shall not divulge any Confidential Information to any third party during or after the period of collaboration with the Principal without the Principal's prior consent in writing or else such a consent shall be null and void. The Contractor shall be obligated to inform any driver who performs carriage for him about the foregoing and shall make the driver(s) obligated to keep Confidential Information as secret information. Should any breach of the confidentiality clause occur (including by any driver), the Contractor shall be obligated to pay contractual penalty of EUR 5,000 for each such breach; however, this shall not prejudice the Principal's right to claim full compensation based on general principles.
 21. Relevant CMR document confirmed by the consignee and customs documents TC-10, TC - 11 portion of "T document" in the case of carriage based on common transit procedure (T1; T 2) with Principal's guarantee shall be attached to the invoice, or else any payment of money due (remuneration) may be refused or delayed.
 22. The driver is obligated to collect original invoice(s) and the EUR-1 document at the loading site.
 23. The EUR-1 document has to be stamped by the customs office, at which the customs clearance takes place. This document must not be issued with a date earlier than the invoice date.
 24. If the (correct) order number is not written on your invoice, there is a risk that payment may be delayed, however, such a delay shall not result in an obligation to pay statutory or contractual interest.
 25. The Contractor shall be obligated to read and adhere to the principles set out by the Principal in the Safety Procedure.
The Safety Procedure is available in the www.pks-sa.com.pl website.
 26. A relevant Court in Gdańsk shall have jurisdiction with regard to settlement of any dispute arising from or out of performance of the order in question.

