

**GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF
TRANSPORT ORDERS BY NORTHGATE LOGISTICS COMPANY LTD.
LIMITED PARTNERSHIP (HEREINAFTER REFERRED TO AS OWU)**

§ 1. Definitions

1. OWU - these General Terms and Conditions of Transport Orders applied by Northgate Logistics Ltd. limited partnership.
2. Freight Forwarder - Northgate Logistics Ltd. limited partnership registered office in Pruszcz Gdański at 24A F. Nowowiejskiego Street, entered into the Register of Entrepreneurs the National Court Register maintained by the District Court for Gdańsk - North in Gdańsk, VII Economic Division of the National Court Register (KRS) under KRS number 0000687531, NIP 6040186712.
3. The Principal - an entity for the benefit of which Northgate Logistics Ltd. limited partnership provides forwarding services.
4. Subcontractors - carriers, forwarders and other entities from which Northgate Logistics services Ltd. limited partnership uses in the provision of services forwarding, where such entities have appropriate rights (licenses, permits) and civil liability insurance.
5. Forwarding Contract - order of forwarding service performed by Northgate Logistics Ltd. limited partnership for the Customer, under which the Freight Forwarder commits himself, against remuneration, within the scope of his business activity, to send or receive the consignment or to perform other services related to its transport. The conclusion of the forwarding contract occurs at the moment of sending by the Freight Forwarder to the e-mail address indicated by the Principal or from which the Order to organize transport or transport was sent the Confirmation of Order Acceptance document.
6. Order to organize carriage or transport - order document to organize carriage or transport of which an unfilled specimen is attached as Appendix 1 to these OWU, containing data necessary for the proper performance of the forwarding service.
7. Confirmation of Acceptance of a Forwarding Order - a document sent to the

Principal confirming the conclusion of the forwarding contract between the Parties, enclosed as Annex 2

8. Parcel - items or goods together with appropriate documents, prepared, marked and packed in accordance with the Forwarding Agreement and applicable provisions of law and in a manner enabling their loading and transport without any losses or damages being the subject of forwarding services or damages.

9. Transport document - international consignment note (CMR) or national consignment note, AWB air consignment note, B/L bill of lading, CIM note or any other document enabling identification of the consignment, the sender, the consignee and confirming the place and date of delivery of the consignment.

10. RODO - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/WE.

11. CMR Convention - Convention on the Contract for the International Carriage of Goods by Road (CMR) done at Geneva on 19 May 1956 for international transport services.

12. Civil Code - the Act of 23 April 1964 Civil Code (Journal of Laws of 1964, No. 16, item 93 with the changes.)

13. Transport Law - Act of 15 November 1984 Transport Law (i.e. Journal of Laws of 2017, item. 1983).

14. Parties - entities concluding a forwarding contract (order to organize carriage or transport), i.e. the Freight Forwarder and the Principal.

15. Consignor - an entity concluding a contract with the Freight Forwarder. This entity may issue a consignment or use another entity to issue a consignment.

16. Consignee - an entity authorized to receive a consignment.

17. Subcontractor - an entity selected by the Freight Forwarder to whom he has commissioned the performance of all or part of the services covered by a given Order to organize carriage or transport.

18. Force majeure - any events that cannot be foreseen or prevented. Events considered to be force majeure include in particular, but not limited to: events caused

by natural forces, including storms, heavy rainfall, floods and earthquakes land, volcanic eruptions, acts of armed violence, including all kinds of warfare, terrorist attacks, riots, as well as behavioural bans and orders issued by certain State bodies in a specific territory, including provisions of public authorities, sudden changes in customs and tax legislation.

§ 2. General provisions

1. OWU applies to all services rendered by the Freight Forwarder, provided that the provisions of the Agreement, if any, will apply first.
2. The Principal declares that before ordering the service he has familiarized himself with the OWU and that he accepts the OWU.
3. The OWU constitute an integral part of every Agreement concerning the Freight Forwarder's provision of forwarding services to the Principal.
4. In the event of discrepancies between the content of the Agreement and the content of the OWU - priority is given to the provisions of the Agreement.
5. To conclude a forwarding contract on the basis of these OWU, it is sufficient to confirm the acceptance of orders sent by the Freight Forwarder in documentary form together with a document Confirmation Acceptance of the Order, constituting Attachment No. 2 to the OWU.
6. Within the scope not regulated by the provisions of the Agreement, the OWU shall apply the relevant generally applicable provisions of law.
7. For the Agreement concluded between the Freight Forwarder and the Principal, the following models may also be used Contracts, general terms and conditions and regulations applied by other entities by which the Freight Forwarder uses in the performance of the contract, if the use of the above documents in the relations between of a given type is customary or generally accepted or if the conclusion of an agreement with a subcontractor, carrier, freight forwarder or other entity requires inclusion in the Agreement the standard contract terms, general terms of contract or regulations which he uses.

§ 3. Scope of services

1. The Freight Forwarder renders forwarding services in the scope of organizing dispatch and receipt of consignments and other services. services related to the organization of the process of shipment transport, performed in a comprehensive manner in for the whole of the carriage or covering only part of the carriage operations. The Freight Forwarder provides domestic and international services.
2. The Freight Forwarder's services concern the following types of transportation:
 - 1) road transport,
 - 2) rail transport,
 - 3) air transport,
 - 4) maritime transport,
 - 5) multimodal transport.
3. The services provided by the Freight Forwarder are performed entirely by the Subcontractors. The Freight Forwarder declares that within the framework of the forwarding contract he does not independently perform the carriage referred to in Article 800 of the Civil Code.
4. Within the scope of execution of the forwarding contract the Freight Forwarder undertakes to undertake factual and legal actions aiming at organization of transportation of goods assigned by Principal, including to:
 - a) choose the carrier,
 - b) vehicle reservations,
 - c) the conclusion of a contract of carriage with the carrier,
 - d) preparing transport / forwarding orders,
5. The Freight Forwarder declares that he holds license No. 7/S/2017 to perform road transport in the scope of agency in the carriage of goods issued by the Starost of Gdańsk for the period from 07 September 2017 to 07 September 2067.

§ 4. Shipments excluded from services

1. The Freight Forwarder's services do not include the following shipments:
 - a) which are prohibited from being held or traded.
 - b) damaged,
 - c) inadequately packaged.

2. Packaging of the Parcels should comply with the standards specified by law.
3. The Freight Forwarder has the right to refuse to render services in relation to consignments, the packaging of which does not meet the requirements resulting from the binding legal regulations.
4. In case when packaging does not comply with the binding legal regulations and the Freight Forwarder does not have The Freight Forwarder is entitled to charge the Principal with the consequences or the consequences caused by the carriage of goods the packaging of which does not comply with the rules rights, and in particular the costs arising there from.

§ 5. Order to organize carriage or transport

1. The Principal submits the order by sending to the Freight Forwarder the Order to organize the carriage or transport, the specimen of which is attached as Appendix 1 to these OWU.
2. In the event that the Order to organize carriage or transport is drawn up by the Principal independently, without observing the model constituting Appendix No. 1 to the OWU, the Principal is obliged at least to: marking in the contents of the Order to organize carriage or transport the names of the Principal and the Freight Forwarder, place and date and time of loading and unloading, place and date of unloading, type of cargo, its weight and dimensions, method of packaging, location on the means of transport, other special properties of the cargo if any, special requirements concerning the means of transport and performing by the carrier the transport of cargo, including routes, places of crossing the border, parking places, under pain of impossibility to establish these requirements in later relations with the Freight Forwarder. Moreover, the Principal is obliged to include in the contents of the above mentioned Order of all other data agreed with the Freight Forwarder, concerning the performance of carriage by the carrier and requirements concerning the performance of the forwarding contract by the Freight Forwarder, under pain of impossibility to invoke these requirements in later relations with the Freight Forwarder. The Principal is also obliged to indicate in the contents of the Order the Freight Forwarder's remuneration agreed with the Freight Forwarder.

3. The Principal may transfer the data specified in paragraph 2 in a document form, including the Freight Forwarder's e-mail address.
4. The Freight Forwarder sends to the Principal a Confirmation of Order Acceptance, also in the case of referred to in paragraph 3 above.
5. Forwarding the Order to the Freight Forwarder to organize carriage or transport inconsistent with the specimen, does not have the effect of concluding a forwarding contract. Transmission to the Freight Forwarder of the Order to organize carriage or transport supplemented with content other than indicated and/or completed by the Freight Forwarder in the specimen constituting Attachment No. 1, which is an integral part of it, does not cause any binding effect the Freight Forwarder and the Carrier with these contents.
6. The Forwarding Agreement shall be deemed concluded when, after the forwarding of the order to the Freight Forwarder to organize carriage or transport, in accordance with the model constituting Appendix 1 to these OWU, he sends back to the Principal a signed copy of the order to organize carriage or transport or the Confirmation of Order Acceptance, or when the Principal confirms the content of the order to organize carriage or transport transmitted to him by the Freight Forwarder by sending a signed order to organize carriage or transport or when the Freight Forwarder confirms acceptance of the order referred to in paragraphs 2 and 3 above by sending the Confirmation of Order Acceptance to the e-mail address.
7. In case when in the content of the Order the Principal does not provide correct data of the Recipient, the Freight Forwarder has the right to suspend execution of the Order and charge the Principal with costs resulting from providing incorrect data, in particular: storage, downtime, stopping the Parcel until the time of providing correct data by the Principal. In case of failure to provide correct data the Freight Forwarder is not obliged to perform the service.
8. In case of transport of dangerous goods, the Principal is obliged to notify the Freight Forwarder in due time of his intention to dispatch such goods, stating the cargo properties, degree and type of danger and classification. In case the Freight Forwarder is not informed about the above, the Freight Forwarder is not liable for any damage to

the goods or any damage to third parties.

9. In the event of a discrepancy between the content of the Order to organize transport or carriage and the content of the Order Acceptance Confirmation, the content of the Order Acceptance Confirmation shall prevail.

10. The Freight Forwarder has the right to refuse to execute the Order to organize transportation or carriage in justified cases, when there is no possibility to organize transportation or carriage of the Parcel.

11. The Freight Forwarder reserves the right to verify the weight and dimensions of the load, the discrepancy between the data provided by the Principal in the Order to organize carriage or transport and the actual state of affairs, constitutes the basis for changing the valuation for the service or refusing to perform the Forwarding Contract. In case of refusal to perform the Forwarding Contract in case of discrepancies between the Order to organize carriage or transport and the actual facts, which have been assessed on the spot by the driver, the Principal shall pay the Freight Forwarder a contractual penalty in the amount of the Forwarder's remuneration set out in the Confirmation of Order Take-over. The contractual penalty will be payable within 7 days from the date of delivery of the debit note to the Principal. In case of causing damage to the extent transferring the amount of the reserved contractual penalty, the Freight Forwarder is entitled to claim compensation in fuller amount, over and above the reserved contractual penalty.

12. The order to organize carriage or transport, Order Acceptance Confirmation may be sent in a documentary form, including e-mail address or fax.

13. If the order to organize carriage or transport is withdrawn by the Principal, when the planned date of commencement of the order is not more than 24 hours, the Principal is obliged to pay the Freight Forwarder a contractual penalty of 300 EUR. The contractual penalty will be payable on the basis of a debit note issued by the Freight Forwarder within 7 days from the date of delivery of that note to the Principal. In case of causing damage in amounts transferring the amount of the reserved contractual penalty, the Freight Forwarder is entitled to claim compensation in full amount, over and above the reserved contractual penalty.

14. Corrected Orders to organize carriage or transport require the approval of the Freight Forwarder. W In such a case the Freight Forwarder is entitled to correct the remuneration for the service in the following manner on the basis of the corrected Order to organize carriage or transport.

15. The Principal undertakes to prepare the documentation necessary to perform the carriage, including in particular to issue a consignment note (CMR), WZ or other transport document, unless the Parties agree that the documentation necessary to perform the carriage will be prepared by the Carrier. In the contents of the consignment note, in boxes 16 and 23, the Principal or the Carrier enter the data of the carrier with whom the Freight Forwarder concluded a contract of carriage.

In field no. 16 Principal or Carrier do not enter the data of the Freight Forwarder.

16. If the carriage of goods requires obtaining the SENT number in accordance with the Act of 9 March 2017 on the monitoring system for road and rail transport of goods, the obligation to obtain such number shall be borne by the Principal.

§ 6. Remuneration

1. The Principal shall pay the Freight Forwarder the remuneration in the amount specified in the Order. organize transportation or transport or Order Acceptance Confirmation. To the amount of the remuneration shall be increased by VAT at the rate in force on the date of issue VAT invoice, if it results from the binding legal regulations.

2. The Principal shall pay the Freight Forwarder additional remuneration if, apart from services included in the Order, the Freight Forwarder performs additional services agreed upon with the Principal or performs such services or activities without prior agreement with the Principal, but in order to properly execute the Order to organize the carriage or transport or to secure the claims of the Freight Forwarder or the claims of the Principal.

3. The Principal shall reimburse all expenses incurred by the Freight Forwarder and Subcontractors in order to execute the Order to organize carriage or transport (in particular: fee for additional transport, costs of storing the consignment, parking fees, customs fees, fees related to sanitary or quality inspection, other administrative fees). Reimbursement of expenses should also be made in a situation when the Freight

Forwarder had no possibility to inform the Principal about their occurrence, and the expenses were used to secure the performance of the Forwarding Agreement, its proper performance or were ordered by the Consignor or the Consignee, in order to perform the Forwarding Agreement, in particular loading or unloading.

5. The Freight Forwarder may make the execution of the order to organize carriage or transport conditional upon the Principal's payment of due remuneration or expenses or an advance payment on account thereof before the execution of the order.

6. The remuneration shall be paid on the basis of a VAT invoice issued on the basis of the Order to organize carriage or transport by the Freight Forwarder, after each execution of the order and sent to the Principal together with the original consignment note, within 14 days from the date of execution of the forwarding contract, unless the parties in the Order to organize carriage or transport or the Order Acceptance Confirmation decide otherwise.

7. The Principal agrees to issue a VAT invoice without signature.

8. The remuneration shall be paid by bank transfer to the bank account of the Freight Forwarder indicated on the invoice issued to the Principal. The day of payment is the day of crediting the bank account of the Freight Forwarder.

9. In case of delay in payment of remuneration, the Principal shall pay statutory interest.

10. In case of necessity to conduct debt collection activities towards the Principal, the Principal shall pay the Forwarder the costs of recovering the amount due pursuant to Article 10 paragraph 1 of the Act of 8 March 2013 on payment dates in commercial transactions amounting to 40 Euros.

11. The Freight Forwarder's remuneration cannot be deducted from any claims of the Principal without the Freight Forwarder's written consent under pain of nullity.

§ 7. Pledge rights

1. In order to secure claims for remuneration, expenses and other receivables, also related to previous orders of the Principal, the Freight Forwarder has the right to keep

the consignment or related documents and to suspend the performance of services until all receivables have been paid by the Principal.

2. The pledge may be executed as long as the Freight Forwarder dispose of the consignment or may dispose of it by means of documents in his possession.

3. The Freight Forwarder will inform the Principal in writing about exercising the right of pledge, indicating the place of storage of the consignment, the type of retained documents and the object and amount of security.

4. Any costs arising in connection with exercising the right of pledge (in particular costs of storing the consignment and costs of transport to the Customer) shall be borne by the Principal and shall be added to the receivables secured by the pledge.

5. The Principal releases the Freight Forwarder from liability for claims of third parties related to the application of the right of pledge.

§ 8. Insurance

1. The Freight Forwarder declares that he has Freight Forwarder's liability insurance (OCS).

2. The Freight Forwarder is not obliged to insure the Parcel. The Freight Forwarder may conclude, in the name or on behalf of the Principal and at the Principal's expense, a contract for insurance of the Parcel in transport.

§ 9. Liability

1. The Freight Forwarder is obliged to perform his activities with due diligence, in accordance with the interest of the Principal .

2. The Freight Forwarder is responsible for the carriers and subsequent forwarders he uses in execution of the order, unless he is not at fault in his choice.

3. Unless otherwise specified in the Order to organize carriage or transport, the Freight Forwarder may, without the need to obtain the consent of the Principal, transfer the performance of the Agreement to other forwarders, both in whole (substitute Freight Forwarder) and in part (onward Freight Forwarder), carriers, and has full freedom to engage any other entities necessary or helpful for the performance of forwarding services. In such a case the Freight Forwarder is responsible for the fault in the selection.

4. If the Principal orders the services performed by another Freight Forwarder, and in

such case the Freight Forwarder is a further Freight Forwarder, his liability is limited to the fault in the choice. The order to render the service to another Freight Forwarder requires the Principal's consent expressed in writing or in a document form.

5. Change by the Principal - after conclusion of the Forwarding Agreement - of the scope, date, manner, object of performing forwarding services or other circumstances indicated in the Order to organize carriage or transport requires the prior consent of the Freight Forwarder and change the Order to organize carriage or transport and may cause change in the amount of remuneration due to the Freight Forwarder.

6. The Freight Forwarder may change the manner of execution of the Freight Forwarding Agreement without the consent of the Principal in case of disturbances or obstacles resulting from reasons beyond the control of the Freight Forwarder.

7. The Freight Forwarder is obliged to observe the binding provisions of law in the scope of declared forwarding services and to exercise due diligence. At the written request of the Principal the Freight Forwarder undertakes to maintain contact with the carrier during the transportation and to monitor his position with the use of available devices (GPS, GSM, etc.).

8. In case the Principal does not indicate complete or sufficient information concerning the manner of performing forwarding services - the Freight Forwarder is free to choose the manner and means of performing forwarding services. The risk of not providing detailed information concerning the manner of performing forwarding services is borne by the Principal.

9. The Freight Forwarder is not bound by the content of guidelines, instructions and commands of the Principal, Consignor or Consignee, which would be inconsistent with the content of the Order to organize carriage or transport or these OWU. Any change concerning the content or scope of application of the OWU may be introduced only in the content of the Order to organize carriage or transport in writing under pain of nullity.

10. The Freight Forwarder is released from liability if the Parcel was delivered without any trace of interference (hidden damage) or the Recipient, during the collection, did not write comments about damage or lack of goods in the consignment note and did not draw up an appropriate damage protocol, and after examining the circumstances of

the damage can not be directly attributed to the Freight Forwarder. The damage protocol referred to in the previous sentence requires for its validity the signature of a person in the presence of whom the consignment has been received. Each time the Principal is the party obliged to prove fault to the Freight Forwarder in such case.

11. In case of damage the Principal is obliged to document that the goods in a specified quantity and with specified properties were handed over to the Freight Forwarder.

12. The Freight Forwarder is not liable for damages:

- a) caused by the fault of the injured party,
- b) caused by fault of a third party,
- c) resulting from the lack of or defect in the packaging of the Parcel,
- d) those resulting from the refusal to accept the Parcel for carriage by airlines, shipowners or sea-owners
- e) resulting from a delay in acceptance for transport or delivery of the Parcel caused by activities lying on the side of the maritime shipowner, Consignor, Consignee
- f) resulting from the Principal's failure to provide documents necessary to perform the service in a proper place and in a timely manner,
- g) arising from a danger due to faulty loading and unloading Shipment, if loading and unloading was not performed by the Freight Forwarder or third parties. acting on his behalf,
- h) caused and resulting from the natural characteristics of the commodity, e.g. brittleness, oxidation, susceptibility for a change in temperature,
- i) arising as a result of the Principal's inclusion in the Order of the organization of carriage or transport of incorrect or incomplete data concerning the consignment, conditions of carriage, the date, place of loading and unloading,
- j) damages in a form other than actual damages in a shipment, which means, inter alia, loss of indirect advantages and disadvantages (e.g. loss of market),
- k) consisting in the loss of weight in bulk goods, where the loss results from the nature of the goods and not exceeds the limits set out in the relevant legislation or, in the absence of such legislation, - exceeds the limits set out in the relevant legislation the

boundaries customary,

l) arising as a result of a Force Majeure event or other events that prevent the correct functioning of the system execution of the Order to organize carriage or transport, over which the Freight Forwarder had no influence, and which could not be prevented, inter alia, by weather conditions or natural disasters, strikes, roadblocks, decisions of state authorities - including war actions and acts terrorists, theft or robbery,

13. The Freight Forwarder's liability for damages is limited to liability only for actual damage. The Freight Forwarder is not liable for any indirect damages, in particular lost profits. The Freight Forwarder is not liable for the Principal's obligation to pay, The Consignor or the Recipient of damages, including contractual penalties, to third parties, as a result of any events resulting from non-performance or improper performance of the Order by the Freight Forwarder.

14. The Freight Forwarder's liability for the performance of services is excluded in case of non-performance of his obligations by the Principal, the Consignor or the Recipient to the extent that it affected the performance or improper performance of the service by the Freight Forwarder.

15. The Freight Forwarder is not liable for damage, loss or delay resulting from Force Majeure.

16. In case of Force Majeure the deadlines for execution of obligations resulting from the forwarding contract are postponed proportionally to the time when their execution was impossible.

17. The party in relation to which the inability to perform or properly perform obligations resulting from the forwarding contract as a result of Force Majeure arose is obliged to immediately inform the other party about the occurrence of Force Majeure. Exceeding the date specified above deprives the party of the possibility to invoke these circumstances in the future.

18 . The Freight Forwarder is entitled, according to needs, to store or order storage, goods in a third warehouse and to repackage or order repackaging of goods or reloading or order reloading of goods, unless the Principal stipulates otherwise in the Order or in the Forwarding Contract.

§ 10. Claims

1. In case of any obstacles in execution of the Forwarding Contract the Freight Forwarder will notify the Principal and request instructions from him, and the Principal is obliged to provide such instructions immediately.
2. Each time at the request of the Principal , the Freight Forwarder will provide him with available information concerning the status and course of execution of forwarding services.
3. The Principal, the Consignor or the Consignee is entitled to lodge a complaint concerning the Order to organize carriage or transport. If the complaint is made by another person instead of the aforementioned person, this person should attach a document confirming the powers or an agreement on assignment of rights.
4. The submission of reservations concerning the condition of the Parcel or the manner of performing the service in the content of the transport document or drawing up a damage protocol does not constitute a complaint to the Freight Forwarder.
5. Complaint should be submitted within 3 days from the date of damage in the Parcel or occurrence of any other event giving rise to the complaint, but in any case not later than within 5 days from the date of receipt of the Parcel. The Freight Forwarder leaves the complaint lodged after the expiry of the aforementioned period without consideration, and any claims of the Principal against the Freight Forwarder expire. A complaint is lodged by e-mail to reklamacje@northgatelogistics.pl or by Polish post to the address of the Freight Forwarder. The complaint must be accompanied by all documents related to transport and cargo and other documents that may be necessary to determine liability and the amount of damage.
6. If a claim has been made by an unauthorized person or if the claim is not complete, the Freight Forwarder shall, within 14 days from the date of lodging the claim, demand its correction or supplementation within 14 days from the date of sending such a claim, otherwise the claim shall be deemed not lodged, about which the Freight Forwarder should warn the claimant accordingly.
7. If the claim has been submitted correctly and is complete or has been supplemented, the Freight Forwarder shall provide an initial response within 30 days from the date of

receipt or supplementation of the claim at the latest. .

8. Making a claim does not release the Principal from the obligation to pay the Freight Forwarder's remuneration and does not entitle the Principal to deduct the amount of claims from any receivables due to the Freight Forwarder.

§ 11. Confidentiality

1. The Principal undertakes to keep confidential all information obtained from the Freight Forwarder in connection with the cooperation between the Parties.

2. The obligation of secrecy includes in particular: the content of all agreements and understandings concluded between the Parties, information concerning plants, organizations, personnel, co-workers, contractors, indicators, rates, finances, technologies, technical solutions, programs, materials ("Confidential Information").

2. Confidential information is not information made public by the Freight Forwarder, as well as information known to the Principal before the commencement of cooperation with the Freight Forwarder.

3. Disclosure of Confidential Information by the Principal to third parties is possible only with a written consent of the Freight Forwarder or at the request of the court and other state authorities authorized to obtain information on the basis of applicable law.

4. In case of confidential information transfer at the request of the court and other state authorities authorized to obtain information on the basis of applicable law, the Principal undertakes to immediately inform the Freight Forwarder about the receipt of such a request.

§ 12. Personal data

1. Personal Data Administrator is Northgate Logistics Ltd. limited partnership with its registered office in Pruszcz Gdański at 24A F. Nowowiejskiego Street, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court in Gdańsk - North in Gdańsk, VII Economic Department of the National Court Register, under KRS number 0000687531, NIP 6040186712.

2. Personal data will be processed in order to perform forwarding and international

transport services by the Freight Forwarder, while forwarding orders may be performed by subcontractors and persons employed by them, to whom personal data will be transferred.

3. All data obtained by the Freight Forwarder will be processed in order to carry out the Order concluded between the Principal and the Freight Forwarder (pursuant to Article 6 par.1 lit. b RODO) or based on the Principal's consent (pursuant to Article 6 par. 1 lit. a RODO). Personal data will be processed for the purpose of fulfilling the legitimate interests of the Freight Forwarder (Administrator) (based on Article 6 paragraph 1 lit. f RODO).

4. Personal data of the Principal or persons used by the Principal have been or will be obtained by the Freight Forwarder from contracts, forwarding orders, inquiries, commercial offers, transport exchanges, publicly available registers (CEIDG, KRS).

5. The Freight Forwarder shall process the following categories of personal data of the Principal :

- a) contact data,
- b) data necessary for settlements (NIP, REGON).

6. The Freight Forwarder will process personal data of persons employed by the Principal or persons acting on his behalf in order to execute the Forwarding Order, while such data will be processed by the Freight Forwarder on the basis of legitimate interests (pursuant to Article 6 paragraph 1 lit. f of RODO). For this purpose, the Freight Forwarder will process the following categories of personal data:

- a) name and surname
- b) e-mail address,
- c) telephone number.

7. The recipients of personal data processed by the Freight Forwarder are:

- a) accounting offices providing accounting and accounting services for the Company,
- b) entities providing IT services to the Company,
- c) subcontractors who cooperate with the Company in the performance of contracts,
- d) managers and/or administrators of storage facilities, container terminals and customs agencies;

e) postal operators, banks, advisory, audit and legal aid bodies.

6. Personal data shall not be transferred outside the European Economic Area or to an international organisation. Data may be transferred to a third country in performance of obligations provided for by law for the customs clearance of goods, taking over or returning goods, i.e.: in performance of a contract for the organization of transport or another contract for the provision of services. Personal data will not be subject to individual decisions resulting from automated processing of personal data, including profiling.

7. The time during which the Freight Forwarder may process personal data depends on the purpose of data processing. The Freight Forwarder processes data:

- a) during the time of performance by the Freight Forwarder of his legal obligations resulting from the fact of concluding a contract, cooperation/organization of transport/warehousing/other services;
- b) during the period when the Freight Forwarder performs his legal obligations under the tax law,
- c) for the period during which the accounting documents are kept,
- d) for a period of time authorizing to undertake judicial and extrajudicial actions in connection with the possible non-performance or improper performance of a contract for the provision of services / cooperation, by any of the parties;
- e) during the period of limitation of claims arising from the concluded contract, cooperation/organisation of transport/warehousing/other services.

7. By providing personal data, everyone has the right to:

- a) rectification (improvement) of personal data,
- b) require the erasure of data,
- c) request that data processing be restricted,
- d) access to data,
- e) the transfer of the data to another controller,
- f) object to the way in which the data are processed,
- g) withdraw consent at any time without affecting the lawfulness of processing carried out on the basis of consent prior to its withdrawal

The indicated rights can be exercised by submitting a written application to the Freight Forwarder, in person at the Freight Forwarder's registered office, by traditional mail to the Freight Forwarder's registered office or by e-mail to e-mail:noreply@northgatelogistics.pl

9. Everyone has the right to lodge a complaint with the President of the Office for Personal Data Protection when he considers that the processing of personal data by the Freight Forwarder violates the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/WE as well as national provisions.

§ 13. Final provisions

1. Any disputes which may arise between the Freight Forwarder and the Principal, the Consignor or the Consignee in connection with the performance, non-performance or improper performance of services will be settled in accordance with Polish law by a common court competent for the Freight Forwarder's registered office.
2. In matters not regulated in the OWU the Civil Code, CMR Convention and the Transport Law Act are applicable.
3. The present OWU are valid from 02 April 2019
4. OWU and any attachments thereto do not constitute an offer within the meaning of the Civil Code. The provisions of Article 661 § 1-3 of the Civil Code do not apply to the conclusion of contracts in accordance with the OWU.
5. The Principal cannot transfer all or part of the rights and/or obligations resulting from the forwarding contract concluded with the Freight Forwarder to a third party without the prior written consent of the Freight Forwarder under pain of invalidity.
6. The Principal agrees that the Freight Forwarder may use telecommunications terminal equipment (including telephones, fax machines and computers with access to the teleinformation network) or automatic calling systems for direct marketing purposes, pursuant to Articles 172 and 174 of the Act of 16 July 2004. Telecommunications Law (Journal of Laws 2004, No. 171, item 1800, as amended).
7. The Freight Forwarder has the right to change the content of the OWU, of which he

will inform by making the new wording available on the website <https://northgatelogistics.pl/pl/>.

8. Any changes to the contents of the forwarding contract require the consent of the other party to the forwarding contract expressed in writing or in documentary form to be valid under pain of invalidity and may be made in writing or in documentary form under pain of invalidity.

9. The Principal agrees to any participation and conditions, which are specified in the Rules of the Northclub Competition.

10. Placing an order by the Principal and its execution by the Freight Forwarder is tantamount to the fact that the person placing the order was entitled to conclude a forwarding contract on the terms specified in these OWU and to accept the Northclub Competition Regulations and all legal consequences related thereto.

11. Acceptance of these OWU for one order is acceptance of the terms and conditions for each subsequent order.

Attachments:

- Attachment No. 1 - Model Order to Organise a Carriage or Transport.
- Attachment No. 2 - Model Confirmation of Acceptance of a Forwarding Order.