

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

§ 1 Definitions

1. OWUZP - these General Terms and Conditions of Carriage as 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 under KRS number 0000687531, NIP 6040186712.
3. Carrier - an entity selected by the Freight Forwarder to whom he commissioned the execution of the whole or part of the contract. transport services.
4. Contract - commissioning the Carrier by the Freight Forwarder to perform all or part of the transport service. The contract is concluded at the moment of sending by the Freight Forwarder to the e-mail address indicated by the Carrier Confirmation of Order Acceptance.
5. Order for the Carrier - a document sent to the Carrier confirming the conclusion of a contract between the Carrier and the Freight Forwarder whose incomplete specimen is attached as Appendix 1 to the Contract of these OWUZP.
6. Shipment - items or goods with relevant documents, prepared, marked and packaged in accordance with the Agreement and applicable laws and regulations and in a manner enabling them to loading and transport without loss or damage constituting the object of forwarding services or forwarding services.
7. Transport document - international consignment note (CMR) or national, air waybill AWB consignment note, B/L bill of lading, CIM letter or any other document allowing for shipment identification, consignor, consignee and confirming the place and date of delivery of the consignment.
8. 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.

9. 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.

10. Civil Code - Act of 23 April 1964 Civil Code (Journal of Laws of 1964, No. 16, item 93, as amended)

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

13. Parties - entities concluding an agreement (Order), i.e. the Freight Forwarder and the Carrier.

14. The Sender - the entity issuing the Parcel.

15. Recipient - an entity authorized to receive a shipment.

16. Force majeure - any event that is unforeseeable or cannot be prevented. Events considered as force majeure include, but are not limited to, events caused by natural forces, including storms, heavy rainfall, floods, earthquakes, volcanic eruptions, acts of armed violence, including all kinds of warfare, terrorist attacks, riots, as well as prohibitions and behavioural orders issued by certain state bodies in a given territory, including decisions of public authorities, sudden changes in customs and tax legislation.

17. Door-to-door transport service - a transport service from the time of receipt of goods from the consignor to the time of their delivery to the consignee, including all necessary formalities.

§ 2 General provisions

1. OWUZP applies to all services provided by the Freight Forwarder with the proviso that the provisions of the Agreement, if any, will apply first.

2. The Carrier declares that before accepting the order to perform the carriage he has read the OWUZP and that he accepts the OWUZP.

3. OWUZP constitute an integral part of every Agreement concerning the provision of services by the Carrier to the Freight Forwarder.

4. The Freight Forwarder declares that he is not the consignor of the load within the

meaning of the law.

5. In the event of discrepancies between the content of the Agreement and the content of the OWUZP - the provisions of the Agreement shall prevail.

6. To conclude a contract on the basis of these OWUZP, it is sufficient to send the Carrier an order for the Carrier in a documentary form to the e-mail address indicated by the Carrier, whose incomplete specimen is attached as Appendix No. 1 to the OWUZP.

7. To the extent not regulated by the provisions of the Agreement, the OWUZP- the applicable laws and regulations shall apply.

§ 3 Scope of the contract

1. The Carrier undertakes to provide, on behalf of the Freight Forwarder, all legal and factual actions related to the carriage of goods, resulting from the content of the Order for the Carrier, findings and instructions given to the Carrier during the performance of the carriage and applicable laws.

2. It is acceptable for the Carrier to use subcontractors. The Carrier bears full responsibility for damage resulting from non-performance or improper performance of obligations by a subcontractor.

3. In case the Freight Forwarder is obliged to pay to third parties any amounts due, in particular contractual penalties or other financial services, due to non-performance or improper performance of obligations by the subcontractor of the Carrier, the Carrier undertakes to return them fully to the Freight Forwarder. The Carrier agrees to deduct by the Freight Forwarder the contractual penalties due to him from the Carrier's remuneration.

4. In case the Freight Forwarder imposes a contractual penalty on the Carrier, the Carrier undertakes not to establish a pledge referred to in Article 802 of the Civil Code on the transported cargo.

5. In case the Carrier establishes a shipping pledge despite the obligation mentioned in paragraph 4 above, the Carrier shall pay to the Forwarder a contractual penalty of 1000 Euro for each day of establishing a shipping pledge. The contractual penalty will be payable upon written request of the Freight Forwarder within 7 days from the date of

receipt of the request by the Carrier.

§ 4 Transport order

1. The Freight Forwarder submits the Transport Order by sending to the Carrier the document of the Order for the Carrier to the e-mail address or by fax. The specimen of the Order for the Carrier is Attachment No. 1 to these OWUZP and is the only valid specimen. The model does not constitute an offer within the meaning of the Civil Code.
2. The Carrier confirms acceptance of the Transport Order by sending a scan (electronic copy) of a paper document of the Order for the Carrier with a signature in PDF format protected against changes to the Forwarder (fixed document form) to the Forwarder's e-mail address or by fax.
3. Acceptance of the order for the Carrier for execution means unconditional acceptance of the terms of the order indicated in the order for the Carrier and these OWUZP .
4. In case the Freight Forwarder sends to the Carrier the Order for the Carrier in the manner indicated in paragraph 1 above, the lack of objection or information about the refusal to accept the Order within 1 hour of sending the Order for the Carrier is considered as its acceptance for execution on the terms indicated in the OWUZP and the Order for the Carrier.
5. The order for the Carrier will contain at least the following information:
 - a) serial number and date of the order;
 - b) name and address of the sender;
 - c) name and address of the consignee;
 - d) identification of the goods,
 - e) the number of items of the consignment;
 - f) the method of packaging;
 - g) the date, time and place of loading;
 - h) the date, time and place of unloading
 - i) additional conditions related to the performance of the transport, e.g. transport speed, SENT, ADR, etc.
6. It is acceptable to change the content of the order for the Carrier, provided that such

changes are individually agreed between the parties.

§ 5 Remuneration

1. The Freight Forwarder will pay the Carrier the remuneration in the amount specified in the Order for the Carrier. VAT will be added to the amount of remuneration in the amount valid on the date of issuing the VAT invoice, if it results from valid legal regulations.

2. The remuneration will be paid on the basis of a VAT invoice issued on the basis of the Order for the Carrier, after each correct execution of the order and sent to the Forwarder together with the original consignment note, within 55 days from the date of execution of the Order for the Carrier and sending the required documents, provided that these conditions must be met jointly, unless The parties in the Order for the Carrier will decide otherwise.

3. Unless the content of the Order for the Carrier states otherwise, the Carrier is obliged to provide door-to-door transportation services and the remuneration includes all costs related thereto.

4. The Freight Forwarder agrees to issue a VAT invoice without the Carrier's signature.

5. The remuneration will be paid by bank transfer to the bank account indicated on the invoice issued by the Carrier.

6. The Carrier's remuneration may be deducted from any claims of the Freight Forwarder against the Carrier for any reason whatsoever. By accepting these OWUZP, the Carrier expresses irrevocable and unlimited in time consent for the Freight Forwarder to deduct his receivables from the Carrier's remuneration from the Freight Forwarder.

7. The remuneration is due for the service of carriage performed correctly, on time and in accordance with the conditions specified in these OWUZP, the Order for the Carrier and generally binding legal regulations governing the performance of the contract of carriage. In case of a complaint about a service, the Carrier undertakes not to charge an additional fee of EUR 40 referred to in Article 10 paragraph 1 of the Act of 8 March 2013 on payment terms in commercial transactions under the pain of imposing on the

Carrier a contractual penalty of 80 Euro for each violation of the above mentioned obligation of the Carrier towards the Forwarder. The contractual penalty will be payable within 7 days from the date of delivery of a written request for payment to the Carrier.

8. The Carrier without a written consent of the Freight Forwarder is not entitled to make assignments, ordinances, as well as actions entitling third parties to pursue, on a fiduciary basis, claims for receivables resulting from the execution of the Order for the Carrier under pain of nullity.

§ 6 Insurance

1. The Carrier is obliged to have, during the performance of the carriage on the basis of the order given by the Freight Forwarder to the Carrier, the civil liability insurance of the carrier with full scope of insurance, which is understood as, inter alia, the lack of exclusion of the insurer's liability for damage consisting in loss, loss or damage to the consignment, including its theft, loss or robbery and the lack of exclusions concerning protection for a specific order of the type of consignment, and its insurance will contain a guarantee sum corresponding to at least the value of goods accepted for carriage (not less than EUR 100,000). The Contractor is obliged to present a valid and valid policy (original) immediately upon request of the Freight Forwarder.

2. The Carrier undertakes that during the provision of transport services on the basis of the Carrier's Order, the Carrier's OCP policy will be valid, active (insurance premium covered in full and on time), fully covered, and the warranty sum will be fully available. Failure to meet this condition entitles the Freight Forwarder to immediately cancel the Order for the Carrier, at each stage of the process. In such a case, the Carrier is obliged to ensure, at its own expense, the provision of transport services by an entity meeting the conditions specified in these OWUZP, the Order for the Carrier and the provisions of law. The Contractor's untrue statement about the possession of the policy, its activity and the availability of the policy limit will be treated as follows as wilful, improper performance of the contract.

3. In case of damage caused by non-performance or improper performance of the Agreement, including damage to the Parcel, the Carrier undertakes to immediately, not

later than within 7 days from the date of damage occurrence, report the damage to the Insurer, in which it has carrier's liability insurance and take all possible and reasonable measures to minimize the damage. Additionally, the Carrier undertakes to indicate in the claim form the victim indicated by the Freight Forwarder.

4. The carrier in case of damage and its reporting from the Insurer is obliged to immediately indicate the number of the damage to the Forwarder and provide information on the liquidation of the damage.

5. The Carrier is obliged to send to the Forwarder a copy of the policy confirming the fact of concluding the carrier's civil liability insurance agreement (OCP) and a copy of the document of the transport licence together with the confirmation of accepting the Order for the Carrier for execution (signed copy of the order).

§ 7 Obligations of the Carrier

1. The carrier shall perform his activities with due diligence, taking into account the professional nature of the activities.

2. In case the Carrier has any questions, doubts concerning the Order for the Carrier are obliged to send questions to the Forwarder within 2 hours from the receipt of the Order for the Carrier. Lack of inquiries within the above time limit is considered as lack of doubts concerning the Order for the Carrier. Any risk resulting from a barrage of enquiries is borne by the Carrier.

3. The Carrier is obliged to issue all documents related to the performed/executed transport service, including all data necessary to identify and settle the service.

4. The Carrier is obliged to deliver to the Forwarder's registered office VAT invoices with transport documents confirmed by the stamp and signature of the consignee and the date of delivery i.e. CMR or domestic consignment note and Packing Letter, WZ, Delivery Note immediately after the performance of the transport service, in writing within the meaning of the Civil Code, personally, by an authorized person or by post,

5. The Freight Forwarder shall pay the remuneration for the transport service within 55 days from the date of receipt of a correctly issued VAT invoice together with the documents indicated above, by bank transfer to the Carrier's account indicated in the VAT invoice.

6. In case of non-delivery of the documents indicated in paragraph 3, the date of payment of the VAT invoice is counted from the date of delivery of all required documents to the Freight Forwarder.

7. The means of transport used by the Carrier to carry out the order must meet the requirements of the standard of permissible exhaust emissions and be: suitable for the dimensions and type of transported cargo, fully clean, free from foreign odors, with a uniform floor throughout the entire cargo space, without any elements that could damage the goods. In case of impossibility to perform the ordered transport service, the Carrier is obliged to ensure at his own expense and risk of its proper performance. If the Carrier has not performed the obligation referred to in the previous sentence, the Ordering Party has the right to entrust the performance of the service to another entity at the expense and risk of the Carrier.

8. The Carrier's obligation is to ensure full and continuous performance of the service, in particular by providing a substitute means of transport in the event of failure of a car or providing the service by another driver in the event of incapacity of the first driver. In such a case, the Carrier bears the cost of the above mentioned services.

9. Infringement of the obligation mentioned in paragraph 6 above obliges the Carrier to pay the Forwarder a contractual penalty of 500 EUR for each violation of the above obligation. The contractual penalty will be payable on the basis of the debit note within 7 days from the date of its receipt by the Carrier. In case of damage caused to the Freight Forwarder in the amount 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.

10. The Freight Forwarder declares and the Carrier acknowledges that the Freight Forwarder is bound by commercial contracts, on the basis of which he is obliged to organize the goods transport service in a timely manner, and failure to deliver on time or its improper performance may result in liability for contractual penalties and liability for damages, and in the event that the Freight Forwarder fails to perform his contractual obligations specified in separate commercial contracts as a result of action or omission of the Carrier, the Freight Forwarder will claim from the Carrier compensation for

damage resulting therefrom in the full amount. In case of imposing contractual penalties on the Freight Forwarder, charging him with compensation liability under the above mentioned commercial agreements, the Freight Forwarder is entitled to charge the Carrier with contractual penalties for the above mentioned titles in amounts similar to the amounts he was charged with.

11. The Carrier is obliged to check the documents on the basis of which he performs the carriage and which accompany the cargo, to check before accepting the cargo for carriage the visible condition and quantity of the cargo and its arrangement and packaging. The carrier is obliged to secure the goods on the means of transport in a manner ensuring safe carriage of the cargo or according to the instructions of the shipper. The Carrier should include his comments and reservations in the transport documents and immediately notify the Forwarder before leaving the place of loading, otherwise the later comments will not be accepted. Moreover, the Carrier is obliged to obtain, as far as possible, the approval of the remarks indicated in the transport documents by the Consignor or the Loader.

12. The carrier is obliged to pay a contractual penalty in the amount of EUR 60 for each hour of delay, or up to the amount of remuneration for the performance of the contract, if it is due in the amount higher than EUR 500.

13. The Carrier is obliged to cover all costs which the delay caused to the Customer of the Freight Forwarder.

14. If the Carrier fails to take possession of the cargo, he is obliged to pay the Freight Forwarder a contractual penalty of 300 EUR, or up to the amount of remuneration for the performance of the contract, if it is due in excess of 300 EUR. Moreover, the Carrier is obliged to cover all costs, which were caused by not taking over the cargo by the Freight Forwarder's customer.

15. In each of the two cases mentioned above, when the Freight Forwarder suffers damage in the amount higher than the reserved contractual penalty, the Freight Forwarder is entitled to claim compensation in excess of the reserved contractual penalty.

§ 8 The Freight Forwarder's Obligations

1. The Freight Forwarder undertakes to submit to the Carrier the Transport Order 2 hours prior to the scheduled loading, unless otherwise agreed between the Carrier and the Freight Forwarder, and to provide all necessary information necessary for the proper execution of the order and to indicate the person authorized by the Freight Forwarder to contact the Carrier in matters related to the specific carriage.

§ 9 Additional Obligations of the Carrier

1. The carrier is obliged to equip the drivers, whom he uses to perform the contract, with a ready to use mobile phone, and the vehicles with a system allowing to locate the vehicle and track the route of the journey. Deficiencies in this respect entitle the Freight Forwarder to cancel the Transport Order at any stage. The driver is obliged to ensure the efficient functioning of telephone during the execution of the order.

2. The Carrier is obliged to carry out the carriage exclusively on national and international roads (one numeric, two numeric and three numeric marked) with the exception of access roads to the place of loading and unloading.

3. Free of charges resulting from vehicle standstill during loading and unloading are:

a) 24 hours - in the EU ,

b) 48 hours, outside the EU

4. The Freight Forwarder is not liable for downtime / stops caused in particular by: observance of the requirements resulting from customs activities and other necessary activities, the obligation to perform which results from the provisions of law.

5. The basis for any financial claims for vehicle downtime is a stopping card, described and stamped by the shipper or unloader of the goods.

6. Due to justified and duly documented daily cost of vehicle downtime at the place of loading or unloading, the Carrier may demand no more than EUR 50 starting from the lapse of 48 hours free of charge outside the EU.

7. The Carrier is obliged to make stops only in parking lots guarded 24 hours a day, monitored or in illuminated, supervised or monitored, renowned petrol stations, where there are separate parking spaces for lorries, located in the immediate vicinity of the roads. In the case of a parking place at the above mentioned petrol station, the parking time shall not exceed 2 hours.

§ 10 Non-competition clause

1. The Carrier undertakes to refrain from any cooperation with the Contractors of the Freight Forwarder, whereas the Contractors of the Freight Forwarder are the entities whose data the Carrier obtains by performing an agreement concluded with the Freight Forwarder. This prohibition includes in particular the prohibition of concluding contracts of carriage, forwarding contracts or other contracts of similar nature with the Freight Forwarder's contractors, as well as any other contracts concerning the performance of any services for the Freight Forwarder's contractors. The said prohibition applies to the Carrier during cooperation with the Forwarder as well as within 2 years from the last Transport Order given to the Carrier.

2. In case of violation of the competition prohibition the Carrier will pay the Freight Forwarder a contractual penalty of 50.000 PLN for each violation of the prohibition. The contractual penalty will be payable on the basis of the accounting note issued by the Freight Forwarder within 14 days from the date of receipt of the note by the Carrier. Apart from calculating the contractual penalty, the Freight Forwarder reserves the right to claim damages exceeding the amount of the reserved penalty in case the Freight Forwarder's damage exceeds the amount of the reserved contractual penalty.

§ 11 Carrier's liability

1. The carrier shall be liable for total or partial loss of or damage to goods which occurs between the acceptance of the goods (consignment) and their delivery, as well as for delay in delivery, in accordance with applicable regulations, in particular in the case of international carriage in accordance with the provisions of the Convention on Contracts for the International Carriage of Goods by Road (CMR), and in the case of domestic carriage in accordance with the Act on Transport Law and the provisions of the Civil Code.

2. In case when before the delivery of the consignment to the consignee it turns out that it has suffered damage or injury, the Carrier immediately establishes the condition of the consignment and the circumstances in which the damage or injury occurred. The protocol is signed by persons participating in the determination of the condition of the consignment, while on behalf of the Carrier the protocol is signed by the driver who

provides the transport service. In case of refusal to sign the protocol by the recipient of the consignment, the Carrier indicates this fact and the reasons for refusal in the protocol.

3. The protocol indicated in paragraph 2 above, the Carrier immediately sends to the Freight Forwarder, and in case of such request from the Freight Forwarder, immediately provides him with further explanations and information.

4. If the driver used by the Carrier loads or unloads the goods himself, the Carrier is fully liable for any damage caused during such actions.

5. In case of violation by the Carrier of the obligations specified in paragraph 2 above, resulting in the Forwarder or the Forwarder's contracting party making any claims, including claims for compensation, the Carrier is obliged to pay the Forwarder compensation on general principles.

6. The Freight Forwarder reserves the right to charge a contractual penalty of 50 Euros for late delivery of the vehicle for loading of goods by the Carrier for reasons attributable to the Carrier. If the damage exceeds the value of the reserved contractual penalty, the Carrier is liable in the remaining scope according to general rules. The obligation to pay the contractual penalty is incumbent on the Carrier even after the completion of the contract of carriage.

7. In case of non-performance of the contract of carriage by the Carrier for reasons attributable to him, other than loss of goods or damage to the consignment, the Carrier is obliged to pay the Freight Forwarder a contractual penalty of 150 Euros. In case of damage exceeding the amount of the reserved contractual penalty, the Freight Forwarder is entitled to claim compensation transferring the reserved contractual penalty, and the Carrier is liable in this respect on general principles.

8. If the Carrier fails to perform the obligations arising from these OWUZP, it shall be presumed that the goods were properly loaded, secured and placed and that they were properly packed.

§ 12. Confidentiality

1. The Carrier 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 disclosed by the Freight Forwarder to the public, as well as information known to the Carrier before the commencement of cooperation with the Freight Forwarder.
3. Making Confidential Information available by the Carrier 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 providing confidential information at the request of the court and other state authorities authorized to obtain information on the basis of applicable law, the Carrier undertakes to immediately inform the Freight Forwarder about the receipt of such a request.

§ 13 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 of RODO) or based on the Customer's consent (pursuant to Article 6 par. 1 lit. a of 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 letter f of RODO).

4. Personal data of the Customer or persons used by the Customer 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 letter 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 are not transferred outside the European Economic Area or to an international organisation. The data may be transferred to a third country in performance of legal obligations provided 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 shall 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 of 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 (rectification) 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.

§ 14 Final provisions

1. Any disputes which may arise between the Freight Forwarder and the Carrier in connection with the performance, non-performance or improper performance of services will be settled under Polish law by a common court competent for the Freight Forwarder's registered office.
2. In matters not regulated in the OWUZP the Civil Code, CMR Convention and the Transport Law Act shall apply.
3. The present OWUZP shall be effective as of 02 April 2019.
4. The OWUZP 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 OWUZP.
5. The Carrier cannot transfer all or part of the rights and/or obligations resulting from the 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 Carrier consents to the use by the Freight Forwarder of telecommunications terminal equipment (including telephones, fax machines and computers with access to the IT network) or automatic calling systems for the purposes of direct marketing, pursuant to art. 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 OWUZP, of which he will inform by making the new wording available on the website <https://northgatelogistics.pl/pl/>. The change is effective from the moment of making the new OWUZP available on the Freight Forwarder's website.
8. Any changes to the content of the agreement require, for their validity, the consent of the other party to the agreement expressed in writing or in documentary form under pain of invalidity and may be made in writing or in documentary form under pain of invalidity.

Attachments:

- Attachment No. 1 - Model Order for the Carrier.