

**GENERAL TERMS AND CONDITIONS OF RENDERING FORWARDING SERVICES BY
NORTHGATE LOGISTICS SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ
SPÓŁKA KOMANDYTOWA (HEREINAFTER REFERRED TO AS: "GTCS")**

Art. 1. Definitions

1. **GTCS** – the hereby General Terms and Conditions of Rendering Forwarding Services applied by Northgate Logistics Spółka z Ograniczoną Odpowiedzialnością Spółka Komandytowa.
2. **Forwarder** – Northgate Logistics Spółka z Ograniczoną Odpowiedzialnością Spółka Komandytowa with its registered office in Pruszcz Gdański, ul. F. Nowowiejskiego 24A, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court Gdańsk-Północ in Gdańsk, 7th Commercial Division of the National Court Register, under KRS No. 0000687531, NIP 6040186712.
3. **Customer** – an entity on whose behalf Northgate Logistics Spółka z Ograniczoną Odpowiedzialnością Spółka Komandytowa renders forwarding services.
4. **Forwarding contract/contract** – contract for the provision of forwarding services executed by Northgate Logistics Spółka z Ograniczoną Odpowiedzialnością Spółka Komandytowa for the Customer, pursuant to which the Forwarder undertakes – for remuneration and within the scope of its business operations – to send or receive the shipment or to perform other services related to its carriage. A forwarding contract is entered into upon the sending by the Forwarder of a Forwarding Order Acceptance Confirmation either to the e-mail address indicated by the Customer or the e-mail address from which the Transport or Carriage Order had been sent.
5. **Transport or Carriage Order** – a document used to submit orders for organising transport or carriage services, which contains data necessary for the proper performance of the forwarding service; a blank template of the Order constitutes Attachment No. 1 hereto.
6. **Forwarding Order Acceptance Confirmation** – a document sent to the Customer to confirm the conclusion of the forwarding contract between the Parties, which constitutes Appendix No. 2 hereto.
7. **Shipment** – goods or merchandise along with the appropriate documents, which are prepared, marked and packaged in accordance with the Forwarding Contract and applicable laws, and in such a way as to enable their loading and carriage without loss or damage, which constitute the subject of the forwarding service(s).
8. **Shipping document** – an international (CMR) or domestic waybill, AWB (Air Waybill), bill of lading (BL), CIM letter, or another document that makes it possible to identify the shipment, its sender and recipient, as well as to confirm the place and date its delivery.
9. **GDPR** – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

10. **CMR Convention** – the Convention on the Contract for the International Carriage of Goods by Road (CMR) concluded in Geneva on 19 May 1956, which applies to services in international transport.
11. **Civil Code** – Act of 23 April 1964 – Civil Code (Dz. U. /Journal Of Laws/ of 1964, No. 16, item 93, as amended).
12. **Maritime Code** – the Act of 18 September 2001 – Maritime Code (Dz. U. /Journal of Laws/ of 2001 No. 138, item 1545, as amended).
13. **Transport Law** – Act of 15 November 1984 – Transport Law (consolidated text, Dz.U. /Journal of Laws/ of 2017, item 1983).
14. **SMGS Convention** – the SMGS Agreement on International Goods Transport by Rail of 1 November 1951.
15. **Warsaw Convention** – Convention for the unification of certain rules relating to international carriage by air, signed in Warsaw on 12 October 1929
- (ratified pursuant to the Act of 28 January 1932).
16. **PGFR**– Polish General Forwarding Rules of 14 January 2010 prepared and approved by the Polish International Freight Forwarders Association, as well as their subsequent versions.
17. **ADR** – European Agreement concerning the international carriage of dangerous goods by road, concluded in Geneva on 30 September 1957. (Dz.U./Journal of Laws/ of 1957, No. 35, item 189, as amended) and the Act on the carriage of dangerous goods of 19 August 2011 (consolidated text, Dz.U. /Journal of Laws/ of 2021, item 756), as well as current secondary legislation.
18. **Parties** – entities concluding the forwarding contract (Transport or Carriage Order), i.e. the Forwarder and Customer.
19. **Sender** – an entity that enters into a contract with the Forwarder. Such an entity may either release the shipment by itself or use another entity to do so.
20. **Recipient** – an entity authorised to receive a shipment.
21. **Subcontractor** – an entity chosen by the Forwarder to whom he has subcontracted the performance of all or part of the services covered by a given Transport or Carriage Order.
22. **Force Majeure** – any event that cannot be reasonably foreseen or prevented. In particular, events considered as force majeure include but are not limited to the following: events caused by acts of nature, including storms, violent rainfall, floods, earthquakes, volcanic eruptions; acts of armed violence, including all kinds of warfare, terrorist attacks, riots; as well as prohibitions and orders requiring specific conduct issued by the relevant state authorities in a given territory, including decisions of public authorities, sudden changes in customs and tax legislation, as well as the introduction of a state of emergency due to epidemics and pandemics.

Art. 2. General provisions

1. The GTCS shall apply to all services rendered by the Forwarder with the proviso that in cases where a Contract is concluded, its provisions shall apply first.
2. The Customer represents that it has read and accepted the GTCS prior to ordering the Forwarder's services.
3. The hereby GTCS constitutes an integral part of each Contract concerning the rendering of forwarding services by the Forwarder for the Customer.
4. Should there exist any discrepancies between the content of the Contract and that of the GTCS, the provisions of the Contract shall prevail.
5. The GTCS shall also apply in the Forwarder's relations with Senders, Recipients and other entities participating in the execution of the contract on the side of the Customer.
6. The GTCS shall apply in all cases where the Forwarder bears civil liability unless otherwise stipulated by mandatory provisions of law or the provisions of the Contract.
7. To conclude a Forwarding Contract hereunder, it is sufficient for the Forwarder to confirm its receipt of a Transport or Carriage Order, with such confirmation sent in a document form along with the Forwarding Order Acceptance Confirmation document constituting Appendix No. 2 hereto.
8. To the extent not covered by the provisions of the Contract or the hereby GTCS, the relevant generally applicable provisions of law shall apply.
9. Specimens of contracts, as well as general terms and conditions of contracts and regulations applied by other entities used by the Forwarder in the performance of the Contract, may also apply in the case of the Contract concluded by and between the Forwarder and Customer, provided that the use of such documents in the relations of a particular kind is customary or generally accepted, or if the conclusion of the Contract with the subcontractor, carrier, forwarder or other entity requires the incorporation of the specimen contract, general terms and conditions of contract or regulations into the Contract itself.

Art. 3. Scope of services

1. The Forwarder renders forwarding services consisting in organising the dispatch and receipt of shipments and other services related to organising shipment processes, which are performed comprehensively with respect to the entire transport process or cover only a part of such process. The Forwarder provides both domestic and international services.
2. The Forwarder's services cover the following types of transportation:
 - a. road transportation,
 - b. rail transportation,
 - c. air transportation,
 - d. maritime transportation,
 - e. multimodal transportation.

3. The services rendered by the Forwarder shall be performed entirely by Subcontractors. The Forwarder represents that under the forwarding contract, it shall not render the transportation service specified in Article 800 of the Civil Code on its own.
4. As part of the execution of the forwarding contract, the Forwarder undertakes to take factual and legal actions aimed at organising carriage of the Shipments shipped by the Customer, including the following:
 - a. choosing the carrier,
 - b. renting vehicles,
 - c. concluding carriage contracts with carriers,
 - d. drawing up transport and forwarding orders.
5. The Forwarder declares that it holds licence No. 7/S/2017, enabling it to render road transport services in the field of agency in the carriage of goods, which has been issued by the District Governor of Gdansk for the period from 7 September 2017 to 7 September 2067.

Art. 4 Shipments excluded from services

1. As part of its services, the Forwarder shall not deliver any of the Shipment types listed below:
 - a. shipments whose possessions, transportation, storage or circulation is prohibited,
 - b. damaged shipments,
 - c. improperly packaged shipments.
2. In the case of air transport, certain shipments may be accepted for carriage only after special conditions have been agreed upon in writing with the Customer.
3. The Customer shall be obliged to prepare and release the Shipment in such a condition as to enable its proper handling. Loading of the Shipment at the Sender's and its unloading at the Recipient's shall be performed by the Sender and the Recipient, respectively.
4. Shipment packaging shall comply with the standards established by law, including the requirements specified in ADR regulations, among others.
5. The Forwarder shall have the right to refuse service in relation to shipments whose packaging does not comply with the requirements set by the applicable law.
6. In the case of dangerous goods, packaging shall be appropriate to the shipment's contents and shall meet the requirements of either IATA DGR or ADR regulations, depending on the means of transport used.
7. In cases where the packaging does not comply with the applicable law and the Forwarder cannot verify such compliance, the Customer shall bear full liability towards all Parties to the Contract and state authorities on this account.
8. Air shipments must be packaged in such a way as to enable security and customs checks to verify their content. Should the packaging fail to meet these requirements, the Forwarder may withdraw from further execution of the order.

9. The Forwarder reserves the right to check the content of the Shipment. Checking the Shipment shall require the presence of either the Sender or another third party, which shall be arranged for by the Forwarder. Should there exist any discrepancies between the Shipment's actual content and the content declared by the Customer or Sender in the shipping documents, the Forwarder may charge the Customer with the costs of the Shipment checking procedure and refuse to execute the contract.
10. In cases where state authorities or other authorised bodies request that the Shipment's content be checked (inspected), all costs of such activities shall be borne by the Customer.

Art. 5. Transport or Carriage Order

1. The Customer shall place a Transport or Carriage Order by sending to the Forwarder's mailing or e-mail address a filled out Transport or Carriage Order, a specimen of which constitutes Appendix No. 1 hereto.
2. Where the Customer opts to prepare a Transport or Carriage Order without adhering to the specimen enclosed herewith as Appendix No. 1, the Customer must indicate in the content of the Transport or Carriage Order at least the following information:
 - a. names of the Customer and Forwarder,
 - b. place, date and time of loading,
 - c. place, date and time of unloading,
 - d. cargo type, weight and dimensions,
 - e. packaging method, cargo placement within the means of transport,
 - f. other specific cargo characteristics, if any,
 - g. any special requirements with respect to the means of transport and the carrier's performance of the carriage of cargo, including routes, border crossing points, stopping places; otherwise, the Customer shall not be entitled to invoke any such requirements in its subsequent relations with the Forwarder,
 - h. Forwarder's remuneration, as agreed upon with the Forwarder.

Additionally, the Customer shall include in the content of the above Order any other data – as agreed upon with the Freight Forwarder – relating to the performance of the carriage by the carrier and the requirements concerning the execution of the forwarding contract by the Freight Forwarder; otherwise, the Customer shall not be entitled to invoke any such requirements in its subsequent relations with the Forwarder. The Customer may provide the above data in a document form, including by sending it to the Forwarder's e-mail address.

3. The Forwarder shall send to the Customer a Forwarding Order Acceptance Confirmation, including in cases referred to in sec. 2 above.
4. Submission to the Forwarder of a Transport or Carriage Order that does not comply with the specimen shall not result in the conclusion of a forwarding contract. Submission to the Forwarder

of a Transport or Carriage Order supplemented with contents other than those indicated for completion and/or pre-filled by the Forwarder in the specimen constituting Appendix No.1 hereto shall not result in the Forwarder or the Carrier being bound by such additional contents.

5. A Forwarding Contract shall be deemed concluded when, after the Forwarder has received a Transport or Carriage Order complying with the specimen constituting Appendix No. 1 hereto, or in the manner described in sec. 2 of the hereby Article, the Forwarder sends to the Customer a signed copy of the Transport or Carriage Order or a Forwarding Order Acceptance Confirmation, or if the Customer confirms the content of the Transport or Carriage Order provided by the Forwarder by delivering to the latter a signed Transport or Carriage Order, or when the Forwarder confirms the acceptance of the Order specified in sec. 1 and 2 above by sending a Forwarding Order Acceptance Confirmation via e-mail.
6. Should the Forwarder not respond to a Transport or Carriage Order within 48h from its receipt, the Order shall be deemed rejected.
7. If the Customer provides incorrect Recipient data in the Transport or Carriage Order, the Forwarder shall be entitled to halt the execution of the Order and charge the Customer with any costs resulting from the Customer's failure to provide correct data, particularly the costs related to Shipment storage, demurrage and detention and downtime incurred until the provision of correct data by the Customer. In cases where incorrect data is provided, the Forwarder shall not be obliged to render the service.
8. If the Shipment includes dangerous goods, the Customer must notify the Forwarder about its intention to dispatch such goods by indicating the cargo's properties and classification, as well as the scale and type of hazard. Should the Customer fail to notify the Forwarder of the above, the Forwarder shall not be liable for any damage to either the goods or third parties.
9. Where there exist discrepancies between the content of the Transport or Carriage Order and the content of the Forwarding Order Acceptance Confirmation, the latter shall prevail.
10. In justified cases, when organising transport or carriage of the Shipment proves impossible, the Forwarder shall have the right to refuse to execute out a Transport or Carriage Order.
11. The Forwarder reserves the right to verify the weight and dimensions of the cargo. Any discrepancies between the data provided by the Customer in the Transport or Carriage Order and the actual state shall constitute grounds for changing the price for the service or refusing to perform the Forwarding Contract. Where the Forwarder refuses to perform the Forwarding Contract due to the driver discovering discrepancies between the Transport or Carriage Order and the actual state of affairs, the Customer shall pay to the Forwarder a contractual penalty in the same amount as the Forwarder's remuneration established in the Forwarding

Order Acceptance Confirmation. The contractual penalty shall be payable within 7 days from the date of delivery of the debit note to the Customer. In the case of damage exceeding the reserved contractual penalty, the Forwarder shall be entitled to claim full indemnity in excess of the reserved contractual penalty.

12. A Transport or Carriage Order or Forwarding Order Acceptance Confirmation may be sent in a document form, including via e-mail or fax.
13. Should the Customer cancel a Transport or Carriage Order with no more than 24 hours remaining until its scheduled commencement, the Customer shall be obliged to pay to the Forwarder a penalty in the amount of EUR 300. The contractual penalty shall be payable on the basis of a debit note issued by the Forwarder and shall be due within 7 days of the note's delivery to the Customer. In the case of damage exceeding the reserved contractual penalty, the Forwarder shall be entitled to claim full indemnity in excess of the reserved contractual penalty.
14. Should the Customer wish to make any changes to the Transport or Carriage Order, prior written consent of the Forwarder shall be required to do so. In such cases, the Forwarder shall be entitled to adjust the remuneration for the service accordingly based on the amended Transport or Carriage Order. Any changes to the content or scope of application of the GTCS may only be introduced in the content of the Transport or Carriage Order and must be made in writing or else be deemed null and void.
15. In case of any obstacles in rendering the forwarding services which are not attributable to the Forwarder, the Forwarder shall be entitled to change the manner of performance of the Forwarding Contract without the Customer's consent.
16. The Freight Forwarder is not bound by the contents of instructions, directions and orders of the Customer, Sender or Recipient which are inconsistent with the contents of the Contract, the hereby GTCS or generally applicable law.
17. The Customer shall be obliged to prepare the documentation necessary to carry out the transport, particularly a CMR, waybill or another transport document unless the Parties decide that documentation necessary to carry out the transport shall be prepared by the Carrier. The Customer or Carrier shall enter the data of the carrier with whom the Forwarder has concluded a freight contract in boxes No. 16 and 23 of the waybill. The Customer or Carrier shall not enter the Forwarder's data in box No. 16.
18. If transport of the goods requires obtaining a SENT number in accordance with the Act of 9 March 2017 on the monitoring system for the road and railway carriage of goods, the obligation to obtain such a number rests with the Customer.
19. The Customer shall hold the legal title to the Shipment.

20. The marking of a Shipment as accepted for transport on transport documents means that the Shipment has been accepted as regards its quantity and type of collective packaging; however, this does not determine its content, weight, cubic capacity or unit packaging.
21. At the request of the Customer, the Forwarder shall provide it with information on the status and progress of the forwarding services. At the request of the Customer and for a separate remuneration agreed upon by both Parties, the Forwarder may also provide the Customer with other information and advice.
22. Should any obstacles occur in the performance of the Freight Contract, the Freight Forwarder shall notify the Customer and request its instructions, and the Customer shall be obliged to provide such instructions immediately.
23. As a proof of delivery having been made, the Forwarder shall request from the Recipient a confirmation of receipt of the Shipment described in the transport documents. Should the Recipient refuse to issue a Shipment receipt confirmation, the Forwarder shall seek guidance from the Customer (if possible). If no receipt confirmation is issued, the Forwarder shall have the right to accept the Shipment again and take it back to the Customer – even if it had been unloaded.
24. Shipment release in maritime transport shall take place after submitting the original bills of lading (BL) to the office of the shipowner or the Forwarder, depending on the type of bill of lading.

Art. 6. Wynagrodzenie

1. For the services rendered, the Forwarder shall be entitled to remuneration from the Customer as well as to reimbursement of all costs and expenses connected with the provision of the services.
2. The Customer shall pay to the Forwarder remuneration in the amount stated in the Transport or Carriage Order or Forwarding Order Acceptance Confirmation. In cases where this results from the applicable law, the remuneration amount shall be increased by VAT at a rate in force as of the date of the VAT invoice.
3. Apart from remuneration specified in sec. 2 of this Article, the Customer shall pay additional remuneration to the Forwarder in cases where, in addition to the services covered by the Transport or Carriage Order, the Freight Forwarder or Subcontractor renders additional services – whether agreed upon with the Customer or not – which are required to properly execute the Transport or Carriage Order or in order to secure claims of the Forwarder or of the Customer.
4. The Customer shall also reimburse all expenses and costs connected with the rendering of forwarding services and incurred by the Forwarder and Subcontractors in order to carry out the Transport or Carriage Order (in particular: charges for additional carriage, costs of shipment storage, demurrage and detention, parking fees, customs fees, sanitary or quality inspection fees, other administrative charges). The reimbursement of expenditures incurred by the Forwarder shall also apply in cases where the Forwarder could not notify the Customer of their occurrence and such expenditures served to secure the performance of the Forwarding Contract, its proper performance, or were

carried out upon the order of the Sender or Recipient to perform the Forwarding Contract; this particularly applies to loading or unloading.

5. The reimbursement of costs and expenses referred to in sec. 4 of the hereby Article shall take place based on evidence confirming their incurrence presented by the Forwarder.
6. The Forwarder may make the execution of the Transport or Carriage Order dependent on the Customer's payment of remuneration due or expenses or advance payment on their account prior to the execution of the Order.
7. The remuneration referred to in sec. 2 and 3 of this Article shall be payable against a VAT invoice issued based on the Transport or Carriage Order by the Forwarder after each execution of such Order; the VAT invoice shall be sent to the Customer together with the original waybill within 14 days of the Order's execution unless the Parties determine another payment deadline in the Transport or Carriage Order or Forwarding Order Acceptance Confirmation.
8. The Customer agrees to issue a VAT invoice without signature and to submit it in electronic form.
9. The remuneration shall be paid by wire transfer to the Forwarder's bank account indicated in the invoice issued by the Forwarder to the Customer.
10. The day of payment shall be the day of crediting the Forwarder's bank account with the appropriate amount.
11. If the amount of remuneration, costs or expenses is determined in a foreign currency, such amount shall be converted using the NBP selling rate published on the date of loading the Shipment or the date of issuing a VAT invoice by the Forwarder, whichever occurs first.
12. In case of late payment of remuneration, the Customer shall pay to the Forwarder statutory interest for delay in commercial transactions for each day of delay.
13. Should it be necessary for the Forwarder to initiate debt recovery activities against the Customer, the Customer shall reimburse the Forwarder for the costs of debt recovery, pursuant to Art. 10 sec. 1 of the Act of 8 March 2013 on payment terms in commercial transactions.
14. Exceeding the remuneration payment deadline referred to in sec. 2 and 3 above, or the costs or expenses payment deadline specified in sec. 4 above, regardless of whether the amount due is withheld in full or in part, shall entitle the Forwarder to cease rendering further services to the Customer until all amounts due have been paid in full.
15. The Customer may not set off any claims against the remuneration due to the Forwarder without the Forwarder's written consent under pain of nullity.
16. The Forwarder shall be entitled to transfer its rights and obligations towards the Customer to third parties.

Art. 7. Carrier's lien

1. To secure the Forwarder's claims against the Customer in respect of remuneration, expenses and costs, other dues, and services previously rendered to the Customer, the Forwarder shall be entitled to a statutory lien on the Shipment or its related documents, as well as to withhold the rendering of forwarding services until the Customer has paid all amounts due.
2. The statutory lien on the Shipment shall also secure the claims of any prior forwarders and carriers.
3. The lien may be exercised as long as the Forwarder is in the possession of the Shipment or can dispose of it by means of its documents.
4. The Forwarder shall inform the Customer in writing about exercising the right of lien, indicating the place of storage of the shipment, the type of documents retained and the subject and amount of the security.
5. All costs arising in connection with the exercise of the statutory right of lien (particularly shipment storage costs and the costs of transporting the shipment to the Recipient) shall be borne by the Customer and shall be added to the receivables secured by the lien.
6. The Customer shall release the Forwarder from any liability for claims of third parties related to the application of lien in relation to the Shipment and any transport documents related to it.

Art. 8. Insurance

1. The Forwarder declares that he holds a Forwarder's Liability Insurance Policy (OCS).
2. The Forwarder shall not be obliged to have the Shipment insured. The Forwarder may – in the name or on behalf of and at the expense of the Customer – conclude a contract of insurance for a Shipment in transport (CARGO). The above also applies to maritime insurance of the Shipment.
3. For a Shipment in transport to be covered by the Forwarder's insurance policy, the Customer shall indicate in the content of the Transport or Carriage Order that the Shipment is to be insured, indicating the Shipment type and value at the same time.
4. Specifying the Shipment's value in the Transport or Carriage Order shall not be tantamount to issuing an order to conclude a contract of insurance for a Shipment in transport.
5. The Forwarder shall have the right to refuse to accept a Shipment insurance order without giving any reason prior to the conclusion of the Contract.

Art. 9. Liability

1. The Forwarder shall be obliged to perform its activities with due diligence and in accordance with the Customer's interest.
2. The Forwarder shall bear liability for the conduct of any carriers and sub-forwarders that it uses to execute the Order unless the Forwarder is not culpable in terms of their choice.

3. Unless the Transport or Carriage Order requires otherwise, the Forwarder may – without the need to obtain the Customer's consent – delegate the performance of the Forwarding Contract to other carriers and forwarders, both in whole (substitute forwarder) and in part (sub-forwarder), and shall have the full freedom to engage any other entities whose services may be required to render the forwarding services or conducive in the rendering thereof. In such cases, the Forwarder shall be liable for the choice of such entities.
4. Should the Customer order the services to be performed by another forwarder, with the Forwarder acting as a sub-forwarder, its liability shall be limited to being culpable in terms of making such a choice. Commissioning of the service to another Forwarder shall require the consent of the Customer, which must be expressed in writing or in a document form.
5. The Forwarder shall be obliged to comply with the applicable legal regulations in the field of its forwarding services and to act with due diligence. At the written request of the Customer, the Forwarder shall undertake to maintain contact with the carrier during the carriage and to monitor its position with the use of available devices (at least via GPS, GSM).
6. In cases where the Customer fails to provide complete or sufficient information on the manner of rendering the freight services, the Forwarder shall have the freedom to choose the appropriate methods and means of rendering them. The risk of failure to provide detailed information on the manner of performing forwarding services shall be borne by the Customer.
7. The Forwarder shall be released from liability in cases where the Shipment has been delivered without any signs of tampering (hidden damage) or where the Recipient, in the course of taking over the Shipment, has failed to include any remarks about damaged or missing goods in the Waybill and draw up a damage report, as well as in instances where, after investigating the circumstances in which the damage had occurred, the fault cannot be directly attributed to the Forwarder. In order to be valid, the damage report referred to in the preceding sentence shall require the signature of the person present during the Shipment's receipt. In any event, the Party obliged to prove the Forwarder's fault in such circumstances shall be the Customer.
8. In case of damage, the Customer shall be obliged to document that the goods meeting the specified quantity and characteristics criteria had been handed over to the Forwarder.
9. The Forwarder's liability for damages shall be limited to liability for the actual damage only. The Forwarder shall not be liable for any indirect damages – particularly any lost profits. The Forwarder shall not be liable for the obligation of the Customer, Sender or Recipient to pay damages, including liquidated damages, to third parties due to any events arising out of non-performance or improper performance of the Order by the Forwarder.
10. The Forwarder shall not be liable for such damage as:
 - a. damage caused through the fault of the injured party,
 - b. damage caused through the fault of a third party,

- c. damage resulting from missing or defective Shipment packaging,
 - d. damage due to airlines or shipowners refusing to accept the Shipment for transport,
 - e. damage resulting from delays in the acceptance of the Shipment for transport or its delivery due to actions attributable to the shipowner, Sender or Recipient,
 - f. damage resulting from the Customer's failure to provide the documents necessary to render the service in the appropriate place and time,
 - g. damage resulting from hazard caused by incorrect loading and unloading of the Shipment – if the loading and unloading was not carried out by the Forwarder or third parties acting on its behalf,
 - h. damage caused by and resulting from the natural characteristics of the goods, e.g. brittleness, oxidation, susceptibility of the goods to temperature changes,
 - i. damage due to the Customer's failure to provide complete and correct data concerning the shipment, conditions of carriage, as well as time and place of loading and unloading, in the Transport or Carriage Order
 - j. damage other than actual damage to the Shipment, which includes, but is not limited to, lost profits and indirect losses (e.g. loss of a market)
 - k. damage consisting in a loss of weight in bulk goods, provided that such loss results from the properties of the goods and does not exceed the limits specified in relevant regulations, and where no such regulations exist, the customary limits,
 - l. damage due to Force Majeure or other events preventing the proper execution of the Transport or Carriage Order that the Forwarder had no control over and could not prevent, such as weather conditions, natural disasters, strikes, roadblocks, decisions of state authorities –including acts of war and acts of terrorism, theft and robbery.
11. The Forwarder's liability for the performance of services shall be excluded in the case of Customer's, Sender's or Recipient's failure to comply with their obligations to the extent that it affects the performance or improper performance of the service by the Forwarder.
12. The Forwarder reserves the right to refuse to provide the ordered services, and thus to be relieved from any liability in cases where the current restrictions relating to such services become applicable or where new restrictions in this regard are imposed.
13. In the case of Force Majeure, the deadlines for the performance of the obligations under the Forwarding Contract shall be postponed accordingly based on the time during which their performance was impossible. The Party affected by the inability to execute or properly execute its obligations under the Forwarding Contract due to Force Majeure shall be obliged to immediately inform the other Party about the occurrence of Force Majeure. Exceeding the above deadline shall deprive the given Party of the possibility to claim Force Majeure in the future.

14. The Forwarder shall be entitled, as appropriate, to store the Shipment or have it stored at a third-party warehouse, as well as to repack it and have it repacked, and to transship or have it transshipped unless otherwise stipulated by the Customer in the Contract or the Transport or Carriage Order.

Art. 10. Complaint

1. The Customer, the Sender or the Recipient are authorised to lodge a complaint regarding the Carriage or Transport Order. In cases where the complaint is submitted by another person, such a person must enclose with the complaint a document proving the power of attorney or an agreement on the assignment of rights.
2. Including objections regarding the Shipment's condition or the manner of rendering the service in the waybill or drawing up a damage report shall not be tantamount to submitting a complaint to the Forwarder.
3. Complaints must be filed within 3 days from the date on which damage to the Shipment had occurred, or from another event constituting grounds for complaint, and in any event no later than within 5 days of receiving the Shipment. Any complaints submitted past the above deadline shall not be considered by the Forwarder and any potential claims of the Customer against the Forwarder shall be cancelled.
4. Complaints shall be lodged via e-mail to reklamacje@northgatelogistics.pl or by post to the forwarder's address. They must be submitted along with all documents related to the transport and the cargo, as well as any other documents that may be necessary to establish liability and the amount of damage.
5. In cases where a complaint is lodged by an unauthorised person or is incomplete, the Forwarder shall – within 14 days of lodging it – request that the complaint be corrected or supplemented accordingly within a time limit no shorter than 7 days; otherwise, the claim shall not be considered and the Forwarder shall notify the claimant accordingly beforehand.
6. If a complaint has been lodged properly and is complete, or has been supplemented in the manner set forth in sec. 5 of the hereby Article, the Forwarder shall give a preliminary reply no later than within 30 days from either the date of the complaint's delivery or the date of delivery of the necessary supplemental information for it to the Forwarder, as the case may be.
7. Filing a complaint shall neither release the Customer from the obligation to pay remuneration to the Forwarder nor entitle the Customer to set off any of its claims against any amounts due to the Forwarder.

Art. 11. Termination of the Contract

1. The Forwarder has the right to terminate the Contract concluded with the Customer with immediate effect if:

- a. the Customer is in arrears with any payments to the Forwarder for more than 7 days and fails to pay the amount due in spite of obtaining a written request for payment and an additional deadline for making the payment,
 - b. the Customer fails to provide shipping documents or other information necessary for the provision of services,
 - c. the Customers provides shipping documents that are filled in incorrectly, that are unreliable or that contain false information or the Customers provides incorrect information necessary for the provision of services,
 - d. the Shipment is not delivered on the date agreed upon by the Parties, the packaging of the Shipment is incorrect, the Shipment is damaged, the quantity/weight/volume of the Shipment differs from the quantity/weight/volume agreed upon by the Parties or the Shipment provided for transport purposes is not the Shipment that the Parties agreed,
 - e. the provision of the service becomes impossible for reasons for which the Forwarder is not responsible.
2. The termination referred to in Sec. 1 shall be null and void unless it is made in writing, the information about the current location of the Shipment is provided and the Customer is given the possibility to receive the Shipment.
 3. If the Contract is terminated by the Forwarder, the Forwarder is entitled to remuneration proportional to the services rendered and to the reimbursement of expenses and costs incurred by the Forwarder as referred to in Art. 6 sec. 3 of GTCS.

Art. 12. Confidentiality

1. The Customer shall maintain the confidentiality of all information obtained from the Forwarder with respect to the Contract and cooperation between the Parties.
2. In particular, the obligation to maintain the confidentiality of information comprises the content of all contracts and agreements concluded between the Parties, information relating to plants, organisations, personnel, collaborators, contractors, indicators, rates, finances, technologies, technical solutions, programmes, and materials ("Confidential Information").
3. Confidential information does not include information made public by the Forwarder or information known to the Customer prior to the establishment of cooperation with the Forwarder.
4. The Customer may only disclose Confidential Information to third parties with the written consent of the Forwarder or at the request of the court and other state authorities that are authorised to obtain information under applicable law.
5. In case of providing Confidential Information at the request of the court and other state authorities that are authorised to obtain information under applicable law, the Customer shall immediately notify the Forwarder of such request.
6. The violation of the obligation referred to in this article entitles the Forwarder to impose a contractual penalty in the amount of PLN 10,000.00 for each violation. The Forwarder

reserves the right to claim damages exceeding the amount of the contractual penalty stipulated herein, on general terms.

Art. 13. Personal data

1. Northgate Logistics spółka z ograniczoną odpowiedzialnością spółka komandytowa with its registered office in Pruszcz Gdański, ul. F. Nowowiejskiego 24A, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court of Gdańsk-Północ in Gdańsk, 7th Commercial Division of the National Court Register, under KRS (National Court Register) No. 0000687531, NIP (Tax Identification Number) 6040186712, is the Personal Data Controller.
2. Personal data will be processed for the purposes of rendering forwarding and international transport services by the Forwarder; however, forwarding orders may be fulfilled by Subcontractors and persons employed by Subcontractors to whom personal data will be transferred.
3. All data obtained by the Forwarder will be processed for the purposes of fulfilling the Order concluded between the Customer and the Forwarder (under Art. 6 (1)(b) of the GDPR or based on the consent of the Customer (under Art. 6 (1) (a) of the GDPR). Personal data will be processed for the purposes of implementing the legitimate interests of the Forwarder (Controller) (under Art. 6 (1) (f) of the GDPR).
4. Personal data of the Customer or persons engaged by the Customer have been or will be obtained by the Forwarder from contracts, forwarding orders, inquiries, trade offers, freight exchanges, and publicly available registers (CEIDG (Central Registration and Information on Business), KRS (National Court Register)).
5. The Forwarder will process the following categories of the Customer's personal data:
 - a. contact details,
 - b. data necessary for settlements (NIP (Tax Identification Number), REGON(National Business Registry Number)).
6. The Forwarder will process personal data of persons employed by the Customer or persons acting on behalf of the Customer in order to fulfil the forwarding order subject to the provision that such data will be processed by the Forwarder on the basis of legitimate interests (under Art. 6 (1) (f) of the GDPR). The Forwarder will process the following categories of Personal Data for this purpose:
 - a. name and surname,
 - b. e-mail address,
 - c. telephone number.
7. The recipients of the personal data processed by the Forwarder are:
 - a. accounting offices providing accounting and bookkeeping services to the Company,
 - b. entities providing IT services to the Company,
 - c. subcontractors cooperating with the Company in the course of performing contracts,
 - d. managers and/or administrators of storage areas, container terminals, customs agencies,

- e. postal operators, banks, entities providing advisory services, audit services, and legal assistance.
8. Personal data will not be subject to individual decisions resulting from automated processing of personal data, including profiling.
9. Personal data are not transferred outside the European Economic Area and to an international organisation. Data may be transferred to a third country in the course of fulfilling legal obligations provided for under law for the purposes of carrying out a customs clearance procedure for goods, taking over or returning goods, i.e. in the course of performing the transport contract or other agreements for the provision of services.
10. The length of time during which the Forwarder may process personal data depends on the purpose of processing such data. The Forwarder processes personal data:
 - a. for the period during which the Forwarder performs its legal obligations arising from the cooperation agreement/transport contract/ storage contract/other agreements for the provision of services,
 - b. for the period during which the Forwarder performs its legal obligations under the tax law,
 - c. for the period of storage of accounting documents,
 - d. for the period during which judicial and non-judicial actions may be taken by either party with respect to the possible non-performance or improper performance of the agreement for the provision of services/cooperation agreement,
 - e. for the period of limitation of claims resulting from the concluded cooperation agreement/ transport contract/storage contract/other agreements for the provision of services.
11. When providing personal data, every person has the right to:
 - a. rectify his/her personal data,
 - b. request the erasure of his/her personal data,
 - c. request the limitation of the processing of his/her personal data,
 - d. access his/her personal data,
 - e. transfer his/her personal data to another controller,
 - f. object to the manner in which his/her personal data are processed,
 - g. withdraw consent at any time without affecting the lawfulness of the processing that has been carried out based on the consent before its withdrawal.
12. The rights indicated in Sec. 11 of this article may be exercised on the basis of the written request submitted to the Forwarder in person in the registered office of the Forwarder or sent by letter to the registered office of the Forwarder or by email to the e-mail address:noreply@northgatelogistics.pl.
13. Every person has the right to lodge a complaint with the President of the Personal Data Protection Office if he/she considers that the processing of personal data by the 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 natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, as well as national regulations.

Art. 14. Final provisions

1. All disputes which may arise between the Forwarder and the Customer, the Sender or the Recipient in connection with the performance, non-performance or improper performance of services rendered by the Forwarder, shall be settled by a common court having jurisdiction over the registered office of the Forwarder in accordance with the Polish law.
2. The provisions of the Civil Code, CMR Convention and Transport Law and other generally applicable regulations shall apply to all matters not settled in the GTCS.
3. The GTCS shall enter into force on 11th October 2021.
4. The GTCS and any appendices hereto shall not constitute an offer as defined in the provisions of the Civil Code. The provisions of Art. 661 Sec.1-3 of the Civil Code shall not apply with respect to the conclusion of contracts in accordance with the GTCS.
5. The Customer may not transfer all or part of the rights and/or obligations under the forwarding contract concluded with the Forwarder to a third party without the prior written consent of the Forwarder under the pain of nullity.
6. The Customer consents to the use of telecommunications terminal equipment (including telephones, fax machines and computers with access to IT network) or automatic calling systems by the Forwarder for the purposes of direct marketing, in accordance with art. 172 and 174 of the Act of 16 July 2004 - Telecommunications Law (Dz.U. /Journal of Laws/ of 2004 no. 171, item 1800, as amended).
7. The Forwarder has the right to change the content of the GTCS. The new version of the GTCS shall be published at <https://northgatelogistics.pl/pl/>.
8. Any amendments to the forwarding contract shall be null and void without the consent of the other Party expressed in writing or in the form of a document under the pain of nullity and unless made in writing or in the form of a document.
9. If applicable, the Customer agrees to take part in the Northclub Contest and accepts the terms and conditions as set forth in the Northclub Contest Rules.
10. Placing the order by the Customer and fulfilling it by the Forwarder means that the person placing the order was authorised to conclude the forwarding contract in accordance with the provisions of the GTCS and to accept the Northclub Contest Rules and all related legal consequences.

Appendices:

1. Appendix No. 1 - Carriage or Transport Order Form
2. Appendix No. 2 - Forwarding Order Acceptance Confirmation Form