

**GENERAL CONDITIONS FOR AWARDING TRANSPORT ORDERS BY NORTHGATE
LOGISTICS SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ SPÓŁKA KOMANDYTOWA
(HEREINAFTER "OWUZP")**

Art. 1. Definitions

1. **GCATO** - these General Conditions for Awarding Orders used 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. **Carrier** - an entity selected by the Forwarder to perform all or part of the carriage.
4. **Contract**- a contract of carriage in which the Forwarder orders the Carrier to perform all or part of the carriage. The contract is concluded when the Forwarder sends a Confirmation of Order Acceptance to the e-mail address indicated by the Carrier.
5. **Order for the Carrier** - a document sent to the Carrier confirming the conclusion of a contract between the Carrier and the Forwarder - an uncompleted specimen constitutes Attachment No. 1 hereto.
6. **Shipment**- goods or merchandise with appropriate documents, prepared, marked and packaged in accordance with the Contract and applicable laws and in a manner enabling their loading and carriage without loss or damage, constituting the object of the forwarding service or services.
7. **Shipping document** - an international (CMR) or domestic waybill, AWB (Air Waybill), B/L bill of lading, CIM letter, or other document allowing to identify the shipment, shipper, receiver and confirming the place and date of shipment delivery.
8. **GDPR** - the Regulation of the European Parliament and of the Council (EU) 2016/679 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.
9. **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.
10. **Civil Code** – Act of 23 April 1964 – Civil Code (Dz. U. /Journal Of Laws/ of 1964, No. 16, item 93, as amended).

11. **Maritime Code** – the Act of 18 September 2001 – Maritime Code (Dz. U. /Journal of Laws/ of 2001 No. 138, item 1545, as amended).
12. **Transport Law** – Act of 15 November 1984 Transport Law (consolidated text, Dz.U. /Journal of Laws/ of 2017, item 1983).
13. **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).
14. **Montreal Convention** - the Convention for the unification of certain rules for international carriage by air of 18 July 2001 (Dz.U. /Journal of Laws/ of 2007 No 37 item 235).
15. **SMGS Convention** – the SMGS Agreement on International Goods Transport by Rail of 1 November 1951.
16. **Parties** - entities concluding the agreement, i.e. Forwarder and Carrier.
17. **Sender** - the entity that issues the Parcel.
18. **Recipient** – an entity authorised to receive a shipment.
19. **Force Majeure** - any event that cannot be 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.
20. **Door-to-door transport service** - a transport service from the moment the goods are collected from the sender until the moment they are delivered to the recipient, including all necessary formalities.

Art. 2. General provisions

1. The purpose of the GCATO is to regulate the rules of cooperation between the Parties to the Contract between the Forwarder and the Carrier.
2. The GCATO shall apply to all services rendered by the Forwarder with the proviso that the provisions of the Contract, if entered into, shall apply first.
3. The Carrier declares that before accepting a transport order it has read the GCATO and that accepts hereto.
4. By accepting the transport order, the Carrier declares that he possesses legally required permits, licenses and other required administrative decisions necessary to properly perform the Contract.

5. The GCATO are an integral part of any Contract for the provision of services by the Carrier to the Forwarder.
6. In case of any discrepancies between the Contract and GCATO, the provisions of the Contract shall prevail.
7. The provisions of GCATO also apply to all persons and entities used by the Carrier to perform the Contract, especially the drivers.
8. To conclude a contract on the basis of the GCATO it is sufficient to send an Order to the Carrier in the form of a document to the e-mail address indicated by the Carrier; a blank template of which constitutes Attachment No. 1 hereto.
9. To the extent not covered by the provisions of the Agreement, GCATO - the relevant universally applicable provisions of law shall apply.

Art. 3. Scope of the Contract

1. The Carrier undertakes to perform, at the Forwarder's order, all legal and factual activities connected with the carriage of goods resulting from the contents of the Order for the Carrier, arrangements and instructions provided by the Forwarder when rendering carriage service and from applicable law.
2. The Carrier may use subcontractors. The Carrier shall be fully liable for damages resulting from the subcontractor's non-performance or improper performance of the order.
3. By accepting the Order for the Carrier, the Carrier declares that it has carrier liability insurance extended by the contractual carrier clause and extended by theft and robbery clause, which also covers services performed by Subcontractors.
4. If in connection with non-performance or improper performance of an obligation by a subcontractor of the Carrier, the Forwarder is obliged to pay any dues to third parties, in particular contractual penalties or other pecuniary performances, the Carrier undertakes to fully reimburse them to the Forwarder. The Carrier agrees that the Forwarder may deduct owed contractual penalties from the remuneration due to the Carrier.
5. In the event that the Forwarder imposes a contractual penalty on the Carrier, the Carrier undertakes not to establish the freight forwarding lien referred to in Art. 802 of the Civil Code, on the transported cargo.
6. In the event, the Carrier establishes a freight forwarding lien despite the obligation mentioned in sec. 4 above, the Carrier shall pay a contractual penalty to the Forwarder in the amount of EUR 1000 for each day of establishing a forwarding lien. Contractual penalty

shall be payable upon written demand by the Forwarder within 7 days of delivery of the demand by the Carrier.

Art. 4 Transport order

1. The Forwarder places a Transport Order by sending an Order document to the Carrier by e-mail or telefax. The template of Order for Carrier constitutes Attachment No. 1 hereto and is the only valid template. The template does not constitute an offer as defined in the provisions of the Civil Code.
2. The Carrier confirms the acceptance of the Order for the Carrier by sending a scan (electronic copy) of the paper document of the Order with a signature in a non-editable PDF format to the Forwarder (agreed upon document form) at the Forwarder's e-mail address or telefax.
3. Acceptance of an Order for the Carrier means unconditional acceptance of the terms of the Order indicated in the Order for the Carrier and the GCATO.
4. If there is no objection from the Carrier or information about refusal to accept the Order for the Carrier within 1 hour from sending the Order for the Carrier in the manner indicated in sec. 1 of this article, shall be considered equivalent to accepting the performance under the terms and conditions indicated in the GCATO and the Order for the Carrier.
5. If the Forwarder sends an Order to the Carrier, the Order will contain at least the following information:
 - a) ordering number and the order date;
 - b) name and address of the sender,
 - c) name and address of the recipient;
 - d) product information;
 - e) number of pieces in the shipment;
 - f) packaging;
 - g) date, time and place of loading;
 - h) date, time and place of unloading
 - i) additional conditions regarding transport execution e.g. temp. of carriage, SENT, ADR etc. - if there are grounds to do so.
6. Changes in the content of an Order for the Carrier are permissible, provided such changes are agreed upon individually between the Parties.

Art. 5. Remuneration

1. The Forwarder shall pay the remuneration to the Carrier in the amount agreed in the Order for the Carrier. The VAT shall be added to the amount of remuneration in the amount

applicable on the date of issuing the VAT invoice, provided it results from the applicable legal regulations.

2. Remuneration will be payable to the Carrier against a correctly issued VAT invoice based on the Order for the Carrier, after each proper execution of the order, sent to the Forwarder together with the original waybill, within 55 days from the day of executing the Order for the Carrier and sending the required documents, while these conditions must be fulfilled jointly unless the parties agree otherwise in the Order for the Carrier.
3. Unless an Order for the Carrier states otherwise, the Carrier is obliged to provide *door-to-door* carriage service and remuneration includes all related costs.
4. The Forwarder agrees to issue a VAT invoice without the signature of the Carrier.
5. The remuneration will be paid by bank transfer to the Carrier's bank account indicated in the VAT invoice issued by the Carrier.
6. The date of charging the Forwarder's bank account is considered to be the date of payment of remuneration to the Carrier.
7. The Carrier's remuneration may be deducted against any claim of the Forwarder on any account. By accepting the GCATO , the Carrier gives his irrevocable and unlimited time consent to deduct his receivables from the remuneration due to the Carrier from the Forwarder.
8. The remuneration is due for a carriage service performed correctly, on time and in accordance with the conditions stipulated in the GCATO, Order for the Carrier and generally applicable legal regulations governing the performance of a carriage contract. In case of a claim for a service covered by the Contract by an authorised entity, the Carrier undertakes not to charge the compensation referred to in Art. 10 sec. 1 of the Act of 8 March 2013 on payment terms in commercial transactions.
9. The Parties agree that the fact of payment of freightage to the Carrier in any case does not mean confirmation by the Forwarder that a particular carriage was performed properly.

Art. 6. Insurance

1. The Carrier is obliged to have carrier liability insurance with full coverage during the performance of transport on the basis of the Order for the Carrier, which means, a. o., the lack of exclusion of insurer's liability for damages consisting in loss, shortage or damage of the shipment, theft, loss or robbery and the lack of exclusions concerning the protection for the type of shipment specified in the order, and the insurance shall include

a sum guaranteed corresponding at least to the value of the goods accepted for carriage (not less than EUR 150,000).

2. The Carrier is obliged to immediately produce a valid and up-to-date insurance policy (original) referred to in sec. 1 of this Article, each time the Forwarder demands it.
 3. The Carrier undertakes that at the time of rendering the service of carriage on the basis of an Order for the Carrier the Carrier's OCP insurance policy will be up-to-date, active (the insurance premium paid in full and on time) and the sum guaranteed will be fully available.
 4. Failure to comply with the condition referred to in sec. 3 of this Article entitles the Forwarder to immediately cancel the Order for the Carrier and withdraw from the Contract altogether, at any stage. In such a case the Carrier is obliged to ensure, at his own expense, that the carriage is performed by an entity that meets the conditions stipulated in the GCATO, Order to Carrier and the provisions of law. If the Contractor provides an untruthful statement about the fact of having a policy, its activity and availability of the policy limit, it shall be treated as intentional, improper execution of the contract and putting the Forwarder at risk of damaging his business.
 5. In case of damage caused by failure to perform or inadequate performance of the Agreement, including damage to the Parcel, the Carrier is obliged to report the damage immediately, no later than within 7 days from the date when the damage occurs, to the Insurer with whom he has carrier liability insurance and to take all possible and reasonable measures in order to minimise the damage. Additionally, the Carrier undertakes to specify in the damage report the injured party indicated by the Forwarder.
1. In case of loss occurrence and reporting it to the Insurer, the Carrier is obliged to immediately provide the loss number to the Forwarder and to provide information regarding the elimination of the loss in question.
 2. By the time loading begins, the Carrier is obliged to send the Forwarder a copy of the insurance policy confirming the fact of concluding Third-Party Carrier Liability Insurance (OCP) and a copy of the transport license document, along with the confirmation of acceptance of the Order for execution to the Carrier (signed copy of the order).

Art. 7. Obligations of the Carrier

1. The Carrier is obliged to perform its activities with due diligence, taking into account the professional nature of its business.
2. The Carrier is obliged to behave in a polite and courteous manner towards the Customers of the Forwarder and their employees and to take care of the technical condition and cleanliness of the vehicles he uses in executing the Contract.

3. If there is any doubt about the Order for the Carrier, the Carrier is obliged to make inquiries to the Forwarder within 2 hours of receiving the Order for the Carrier. Failure to submit questions or comments within the aforementioned timeframe shall be deemed a lack of concern regarding the Order for the Carrier on Carrier's part. All risks arising from this are borne by the Carrier.
4. It is the Carrier's obligation to ensure that the carriage service is performed in full and in a continuous manner, in particular by providing a substitute means of transport in case of its failure or ensuring the performance of the service by another driver or subcontractor. In such case, the Carrier shall bear any additional costs involved.
5. The Carrier undertakes to refrain from performing carriage for the benefit of third parties in a situation when it might prevent the performance of carriage for the benefit of the Forwarder.
6. In case of ordering an entire vehicle for transport of shipment, even if there is free cargo space left in it, the Carrier shall not carry other shipment together in that vehicle. The parties, however, may agree otherwise.
7. Carrier is obliged to issue all documents related to the transport service in progress/carried out including all data necessary to identify and settle the account for the service.
8. The Carrier shall be obliged to deliver to the Forwarder's registered office – either personally or via an authorised person or by post – VAT invoices along with transport documents (i.e. CMR or domestic waybill, Packing List, Delivery Note) bearing the stamp and signature of the recipient and the date of delivery, immediately once the carriage service has been completed. The documents listed in the preceding sentence must be served in writing.
9. Failure to deliver the documents listed in sec. 4 of the hereby Article shall result in the VAT invoice payment deadline being counted from the date of delivery of all required documents to the Forwarder.
10. For order execution, the Carriers shall be obliged to use a means of transport that meets the requirements of acceptable gas fume emission standards and is appropriate with regard to the dimensions and type of the transported load; such means of transport shall be completely clean, free of foreign odours, have a level floor throughout the loading area, and be devoid of any parts that could damage the goods. In cases where carriage using a means of transport complying with the above requirements is impossible, the Carrier shall provide a means of transport that guarantees carriage in accordance with the Order for the Carrier at its own risk and expense. Should the Carrier fail to provide such means of transport, the Forwarder shall have the right to entrust the performance of the carriage service to another entity at the Carrier's risk and expense.
11. The Carrier hereby acknowledges that the Forwarder is bound by commercial contracts under which it is obliged to organise the transport of goods on time, with untimely or improper deliveries potentially resulting in

the Forwarder's liability for contractual penalties and liability for damages, and the possibility of the Forwarder charging such costs to the Carrier. Moreover, in case the Carrier's act or omission results in failure to fulfil the Forwarder's contractual obligations, as stipulated in separate business contracts, the Forwarder shall claim from the Carrier compensation for the damage resulting therefrom in the full amount. If contractual penalties are imposed on the Forwarder, or if the Forwarder is held liable for damages based on the above commercial contracts, the Forwarder shall be entitled to charge the Carrier with contractual penalties on the above accounts, with the amounts of such penalties corresponding to those charged to the Forwarder.

12. The Carrier shall be obliged to check the documents related to the cargo that constitute the basis for its carriage service, as well as to check the apparent condition and quantity, arrangement and packaging of the cargo prior to accepting it for carriage. Any of the Carrier's objections pertaining to the condition and quantity of the goods at loading/unloading shall be recorded in the CMR/all copies of the waybill.
13. The Carrier guarantees that the Driver shall be present during loading and unloading, and where this is not possible, that the Driver shall fill out the waybill with the relevant information.
14. The Carrier shall be obliged to secure the goods on the means of transport in such a way as to ensure their safe carriage or in accordance with the shipper's instructions. Carrier's remarks and objections shall be included in the shipping documents and reported to the Forwarder immediately and before the departure from the place of loading – any remarks and objections submitted afterwards shall not be accepted. Furthermore, where possible, the Carrier shall request the sender or shipper to confirm any such remarks and objections.
15. In case of difficulties at the place of loading/unloading, the Carrier (driver) may not depart without the express written consent of the Forwarder.
16. The Carrier shall be obliged to notify the Forwarder immediately of any downtime caused by the sender/shipper and to confirm it with an appropriate annotation on the downtime card/CMR note/national waybill.
1. In the case of the late arrival of the means of transport for loading or unloading, the Carrier shall pay a contractual penalty of EUR 70.00 for each hour of delay. The Forwarder shall be entitled to claim damages in excess of the stipulated contractual penalty.
17. The Carrier shall be obliged to cover any costs incurred by the Forwarder's Customer as a result of such delay.
18. Where the Carrier fails to pick up the cargo within the time stipulated in the Contract (Order for the Carrier), the Carrier shall be obliged to pay to the Forwarder a contractual penalty of EUR 300.00, or a penalty corresponding to the remuneration amount for executing the contract in cases where such remuneration exceeds EUR 300.00. Furthermore, the Carrier shall be obliged

to pay any of the Forwarder Customer's costs resulting from its failure to pick up the cargo. The Forwarder reserves the right to claim damages in excess of the stipulated contractual penalty.

19. Upon leaving the means of transport, the driver must lock all windows and doors, enable all security devices installed on the vehicle, and take with him/her all documents concerning the cargo, as well as the vehicle keys. If the cargo is secured with a customs seal, the driver must check the customs seal's condition each time before leaving the means of transport and after returning.
20. The Carrier shall be obliged to immediately report to the Forwarder any breach of or damage to customs seals by an unauthorised person and to thoroughly check and document the shipment's condition.
21. Upon the shipment's delivery to the unloading place, the Carrier shall request from the recipient a written confirmation of its delivery. The confirmation shall be included on the waybill and shall include the recipient's company name and stamp, and the full name of the person who signed it.
22. Should the Recipient refuse to accept a delivered shipment, the Carrier shall immediately inform the Forwarder about this and await the Forwarder's instructions on how to proceed.

Art. 8. Forwarder's obligations

1. The Forwarder undertakes to send the Transport Order to the Carrier 2 hours prior to the scheduled loading unless otherwise agreed upon between the Carrier and the Forwarder and to provide all necessary information needed for the proper execution of the order.
2. Furthermore, the Forwarder undertakes to indicate a person authorised by it to contact the Carrier in matters relating to the particular carriage by providing the phone number and e-mail address of such authorised person.

Art. 9. Additional obligations of the Carrier

1. The Carrier shall be obliged to provide persons directly performing the carriage with a mobile phone ready for use, with such persons required to ensure that the mobile phone is operational if they have to carry out carriage service. Should it be difficult or impossible for persons directly performing the carriage to use mobile phones, the Carrier must equip them with another type of functional direct communication system enabling them to remain in contact with the Forwarder. Moreover, the Carrier shall be obliged to equip the means of transport with a system enabling their tracking and finding their location.

Failure to comply with the above obligations shall entitle the Forwarder to terminate the carriage contract at any stage.

2. The Carrier shall be obliged to carry out road transport only on roads of national and international class (marked with one, two and three digits) except for access roads to the place of loading and unloading.
3. The Carrier shall be obliged to carry out sea/rail/air carriage exclusively via routes designated by the relevant entities and institutions in charge of sea/rail/air traffic management.
4. When loading or unloading, vehicles are allowed to remain on the relevant premises free of charge for the following period:
 - a. 24 hours – within the EU,
 - b. 48 hours – outside the EU.
5. The Forwarder shall not be liable for any downtimes/stoppages, and particularly, ones caused by the fulfilment of customs requirements and other necessary acts required by law.
6. The basis for any financial claims for vehicle downtime shall be a downtime card, which shall be filled out and stamped by the shipper or the entity unloading the goods.
7. For justified and duly documented daily downtime of a vehicle or other means of transport at the place of loading or unloading, the Carrier may claim a maximum of EUR 50, starting from the expiry of the 48-hour free-of-charge downtime period, as applicable outside the EU.
8. The vehicle may be parked in guarded car parks, and in particularly exceptional cases, in places designated by the Carrier's insurer, as well as in floodlit petrol station car parks for lorries, located on a national road, expressway or motorway, provided that such car park is guarded or monitored by cameras and that the vehicle is not left there longer than two hours. The Forwarder may impose additional restrictions on vehicle parking. This applies appropriately to modes of transportation other than the automobile.
9. The Carrier shall be obliged to inform the Forwarder immediately about any control and stoppage of the vehicle by law enforcement agencies, customs authorities and other state administration bodies, and moreover, about any vehicle breakdowns and technical defects and other circumstances and events that may affect the carriage process.

Art. 10. Non-competition clause

1. The Carrier undertakes to refrain from any cooperation with the Forwarder's contractors, with entities whose data is obtained by the Carrier while executing the Contract with the Forwarder being deemed the Forwarder's contractors. In particular, this includes a prohibition of concluding carriage and forwarding contracts with the Forwarder's contractors,

as well as entering into any other contracts of a similar nature with them, and into contracts whose subject matter is the rendering of any services for the Forwarder's contractors. The above prohibition shall apply to the Carrier during its work with the Forwarder and for 2 years from the final Order given to the Carrier.

2. In the event of a breach of the non-competition clause referred to in sec. 1 of this Article, the Carrier shall pay the Freight Forwarder a contractual penalty in the amount of PLN 50,000 for each violation of the prohibition. The contractual penalty shall be payable on the basis of a bookkeeping note issued by the Forwarder and shall be due within 14 days of the note's delivery to the Carrier. The Forwarder reserves the right to claim damages in excess of the stipulated contractual penalty.

Art. 11. Carrier's liability

1. Pursuant to applicable regulations, the Carrier shall be liable for total or partial loss of the goods or for damage thereto occurring between the acceptance of the goods (shipment) and their delivery, as well as for delay in delivery; particularly, in the case of international transport, such liability shall be according to provisions of the Convention on Contracts for International Carriage of Goods by Road (CMR), and in the case of domestic transport, according to the Transport Law Act and provisions of the Civil Code.
2. In cases where the shipment is damaged before it is handed over to the recipient, the Carrier shall immediately establish its condition and the circumstances under which it had been damaged by means of a protocol. The protocol shall be signed by persons who participated in the process of determining the shipment's condition; however, it is the driver who provides the transport service that shall sign it on behalf of the Carrier. Should the shipment's recipient refuse to sign the protocol, the Carrier shall record both this fact and the reason therefor in the protocol's content.
3. As indicated in section 2 of this Article, the Carrier shall immediately send the protocol to the Forwarder, and if so requested by the Forwarder, immediately provide the Forwarder with further explanations and information.
4. In cases where the shipment is unloaded by the driver used by the Forwarder to carry out the transport service, the Forwarder shall bear full liability for any damage during unloading.
5. Should the Carrier breach any of its obligations indicated in sec. 2 of the hereby Article, resulting in the emergence of any claims on the part of the Forwarder or Forwarder's contractor, including claims for damages, the Carrier shall be obliged to pay damages to the Forwarder in line with general conditions.
6. In case of non-performance of the carriage contract by the Carrier for reasons attributable to the Carrier other than the loss of the goods or damage to the shipment, the Carrier shall be obliged to pay to the Forwarder a contractual penalty of EUR 1,500.00. The Forwarder shall be entitled to claim damages in excess of the stipulated contractual penalty.

7. Carrier shall not be entitled to detain a transported shipment on any grounds, or to interrupt its transport on the order of third parties, or to load/unload the shipment in a place other than the one agreed upon. Any violation of these obligations shall entitle the Forwarder to impose a contractual penalty of EUR 1,000.00 per violation. The Forwarder reserves the right to claim damages in excess of the stipulated contractual penalty.
8. Should the Carrier fail to perform its obligations hereunder, it shall be presumed that the goods were properly loaded, secured and stowed and that they were properly packed.

Art. 12. Confidentiality

1. The Carrier undertakes to keep confidential all information that it may obtain from the Forwarder in connection with the cooperation between the Parties.
2. In particular, the following shall be covered by the confidentiality obligation: the content of all contracts and agreements concluded by and between the Parties, information concerning facilities, organisation, personnel, partners, contractors, indicators, rates, finances, technologies, technical solutions, programs, materials, and know-how ("Confidential Information").
3. Information made public by the Forwarder or known to the Carrier prior to working with the Forwarder shall not be deemed Confidential Information.
4. Disclosure of Confidential Information by the Carrier to third parties shall only be possible upon the Forwarder's written consent or at the request of the court and other state and local government authorities authorised to obtain such information under applicable law.
5. Where Confidential Information must be disclosed at the request of the court and other state and local government authorities authorised to obtain it under applicable law, the Carrier undertakes to immediately inform the Forwarder of any such request.

Art. 13. Personal data

1. The Personal Data Controller shall be 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.
2. Personal data shall be processed to execute forwarding and international transport services by the Forwarder, except that forwarding orders may also be carried out

through subcontractors and persons employed by them to whom personal data shall be transferred as well.

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 used by the Customer have been or will be obtained by the Forwarder through contracts, forwarding orders, inquiries, trade offers, transport exchanges, as well as publicly available registers (CEIDG, KRS).
5. The Forwarder shall process the following categories of Customer data:
 - a) contact details,
 - b) data necessary for settlements (NIP, REGON).
6. The Forwarder shall process personal data of persons employed by the Customer or persons acting on its behalf to execute the forwarding order; all such data shall be processed by the Forwarder based on legitimate interests (pursuant to Art. 6 (1) (f) of the GDPR). For this purpose, the Forwarder shall process the following categories of personal data:
 - a) full name
 - 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 for the Company,
 - b) entities providing IT services to the Company,
 - c) subcontractors working with the Company in the course of executing 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. 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 time of performance by the Forwarder of its legal obligations resulting from the conclusion of a cooperation contract, carriage or storage contract, or another service contract;
 - b) for the time of performance by the Forwarder of its legal obligations resulting from tax law;

- c) for the duration of the accounting document retention period;
 - d) for a period enabling judicial and extrajudicial actions for possible non-performance or improper performance of the service/cooperation contract by either Party;
 - e) for the period of limitation for claims resulting from concluded cooperation contracts, carriage or storage contracts, or other service contracts.
9. Each person submitting personal information shall have the right to:
- a) rectify his/her personal data,
 - b) request the erasure of his/her 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 his/her consent at any time without affecting compliance with the law of the processing carried out pursuant to the consent prior to the withdrawal of the same.
10. The rights indicated in Sec. 9 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.
11. Personal data are not transferred outside the European Economic Area or to any international organisations. Data may be transferred to a third country to meet legal obligations related to customs clearance of goods or taking over or returning goods, i.e. to execute a carriage contract or another service contract. Personal data will not be subject to individual decisions resulting from automated processing of personal data, including profiling.
12. 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 (GDPR) or the relevant national legislation.

Art. 14. Final provisions

1. Any disputes that may arise between the Forwarder and the Carrier in relation to the performance, non-performance or improper performance of the contract shall be settled by the common court having jurisdiction over the registered office of the Forwarder in accordance with Polish law.

2. Any communication between the Parties shall only be made in Polish or English. Information or correspondence provided in other languages will not be acknowledged.
3. The provisions of commonly applicable law, including the Civil Code, CMR Convention and Transport Law, shall apply to all matters not settled herein.
4. The GCATO 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 herewith.
5. The Carrier may not transfer all or part of the rights and/or obligations under the Contract concluded with the Forwarder to a third party without the prior written consent of the Forwarder under the pain of nullity.
6. Any amendments to the Contracts concluded by the Parties 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.
7. The Forwarder has the right to unilaterally amend the content of the GCATO. The new version of the GCATO shall be published at <https://northgatelogistics.pl/pl/>. The amendment shall be effective from the time the new version of GCATO is published on the website of the Forwarder.
8. The GCATO shall enter into force on 11 October 2021.

Appendices:

- Appendix No. 1 - Template of the Order for the Carrier.