

GENERAL TERMS AND CONDITIONS FOR ISSUING TRANSPORT ORDERS BY NORTHGATE LOGISTICS SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ SPÓŁKA KOMANDYTOWA (HEREINAFTER REFERRED TO AS "GTC-TO")

§ 1. Definitions

1. **GTC-TO** – these General Terms and Conditions for Issuing Transport Orders 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 at ul. F. Nowowiejskiego 24A, entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court Gdańsk-Północ in Gdańsk, 7th Commercial Division of the National Court Register under KRS number 0000687531, NIP 6040186712.
3. **Carrier** – the entity selected by the Forwarder to perform all or part of the carriage.
4. **Agreement** – a contract of carriage in which the Forwarder instructs the Carrier to perform all or part of the carriage. The agreement is concluded at the moment the Forwarder sends the Order for the Carrier to the e-mail address indicated by the Carrier.
5. **Order for the Carrier** – a document sent to the Carrier confirming the conclusion of the agreement between the Carrier and the Forwarder; an uncompleted template constitutes Appendix No. 1 to these GTC-TO.
6. **Shipment** – items or goods together with the relevant documents, prepared, marked, and packed in accordance with the Agreement and applicable legal regulations, and in a manner allowing for their loading and transport without loss or damage, constituting the subject of the forwarding service(s).
7. **Transport Document** – an international consignment note (CMR) or domestic consignment note, an Air Waybill (AWB), a Bill of Lading (B/L), a CIM consignment note, or any other document allowing for the identification of the shipment, the sender, and the recipient, and confirming the place and date of delivery.
8. **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.
9. **CMR Convention** – Convention on the Contract for the International Carriage of Goods by Road (CMR) done at Geneva on 19 May 1956, in relation to international transport services.
10. **Civil Code** – the Act of 23 April 1964 – Civil Code (Journal of Laws of 1964, No. 16, item 93, as amended).
11. **Maritime Code** – the Act of 18 September 2001 – Maritime Code (Journal of Laws of 2001, No. 138, item 1545, as amended).
12. **Transport Law** – the Act of 15 November 1984 – Transport Law (consolidated text: Journal of Laws of 2017, item 1983).
13. **Warsaw Convention** – Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw on 12 October 1929 (ratified in accordance with the Act of 28 January 1932).

14. **Montreal Convention** – Convention for the Unification of Certain Rules for International Carriage by Air of 18 July 2001 (Journal of Laws of 2007, No. 37, item 235).
15. **SMGS Convention** – Agreement on International Goods Transport by Rail (SMGS) of 1 November 1951.
16. **Parties** – the entities concluding the agreement, i.e., the Forwarder and the Carrier.
17. **Sender** – the entity handing over the Shipment.
18. **Recipient** – the entity authorized to receive the shipment.
19. **Force Majeure** – any events that cannot be predicted or prevented. Events considered force majeure include, in particular but not exclusively: acts of terror, armed conflicts, events caused by natural forces including storms, heavy rainfall, floods, earthquakes, volcanic eruptions, acts of armed violence including all types of warfare, terrorist attacks, riots, as well as prohibitions and orders of specific behavior issued by specific state authorities in a specific territory, including provisions of public authorities, sudden changes in customs and tax legislation, as well as the introduction of a state of epidemic or pandemic.
20. **"Door-to-door" transport service** – a transport service from the moment of collecting the goods from the sender until the moment of its delivery to the recipient, including all necessary formalities.
21. **Guarded parking** – a designated area, permanently fenced, monitored 24/7, illuminated at night, and equipped with entry and exit blocking devices that prevent the entry and exit of a vehicle without the permission of the person supervising the parking lot.

§ 2. General Provisions

1. The purpose of these **GTC-TO** is to regulate the principles of cooperation between the Parties to Agreements concluded between the Forwarder and the Carrier.
2. The **GTC-TO** apply to all services provided by the Forwarder, with the proviso that the provisions of the Agreement, if concluded, shall take precedence.
3. The **Carrier** declares that prior to accepting the transport order, they have read the **GTC-TO** and accept them without reservation.
4. By accepting the transport order, the **Carrier** declares that they possess the legally required permits, licenses, and other necessary administrative decisions essential for the proper execution of the Agreement.
5. The **GTC-TO** constitute an integral part of every Agreement regarding the provision of services by the Carrier to the Forwarder.
6. In the event of any discrepancy between the text of the Agreement and the text of the **GTC-TO**, the provisions of the **Agreement** shall prevail.
7. The provisions of the **GTC-TO** also apply to all persons and entities that the Carrier employs for the performance of the Agreement, in particular drivers and further subcontractors.
8. To conclude an agreement based on these **GTC-TO**, it is sufficient to send the **Order for the Carrier** in documentary form to the e-mail address indicated by the Carrier (an uncompleted template of which constitutes Appendix No. 1 to the **GTC-TO**).
9. In matters not regulated by the provisions of the Agreement or the **GTC-TO**, the relevant **generally applicable laws** shall apply.

§ 3. Scope of the Agreement

1. **The Carrier** undertakes to perform, at the Forwarder's request, all legal and factual activities related to the transport of goods resulting from the content of the Order for the Carrier, arrangements and instructions provided by the Forwarder in documentary form during the execution of the transport, and applicable legal regulations.
2. **The Carrier is permitted to use subcontractors.** The Carrier bears full liability for any damage resulting from the non-performance or improper performance of the obligation by a subcontractor.
3. By accepting the Order for the Carrier, the **Carrier declares** that it holds **Carrier's Liability Insurance (OCP)** extended to include a **contractual carrier clause** and a **theft and robbery clause**, which also covers services performed by Subcontractors.
4. If, in connection with the non-performance or improper performance of the obligation by the Carrier's subcontractor, the Forwarder is obliged to pay any amounts to third parties, in particular **contractual penalties** or other monetary benefits, the **Carrier undertakes to reimburse them in full** to the Forwarder. The Carrier grants irrevocable consent for the Forwarder to offset (set-off) due contractual penalties against the remuneration owed to the Carrier.
5. In the event that the Forwarder imposes a contractual penalty on the Carrier, the **Carrier undertakes not to establish a forwarding lien** (as referred to in Art. 802 of the Civil Code) on the transported cargo.
6. If the Carrier establishes a forwarding lien despite the obligation mentioned in paragraph 5 above, the **Carrier shall pay the Forwarder a contractual penalty of EUR 1,000.00** for each day the lien is in place. The contractual penalty shall be payable upon the Forwarder's written demand within 7 days from the date the demand is delivered to the Carrier.

§ 4. Transport Order

1. **The Forwarder** places a Transport Order by sending the **Order for the Carrier** document to the Carrier via e-mail or fax. The template of the Order for the Carrier constitutes Appendix No. 1 to these GTC-TO and is the only binding template. The template does not constitute an offer within the meaning of the Civil Code.
2. **The Carrier** confirms acceptance of the Order for the Carrier for execution by sending a scan (electronic copy) of the paper Order for the Carrier document, signed and in a change-protected PDF format, to the Forwarder (established documentary form) at the Forwarder's e-mail address or fax.
3. **Acceptance of the Order for the Carrier** for execution signifies unconditional acceptance of the terms specified in the Order for the Carrier and these GTC-TO.
4. **Lack of objection** from the Carrier or lack of information regarding a refusal to accept the Order for the Carrier within **1 hour** of the Order being sent in the manner specified in paragraph 1 of this section shall be deemed as acceptance for execution under the terms specified in the GTC-TO and the Order for the Carrier.
5. When the Forwarder sends an Order for the Carrier to the Carrier, said Order shall 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 recipient; d) description of the goods; e) number of items in the shipment; f) packaging; g) date, time, and place of loading; h) date, time, and place of unloading; i) additional conditions related to the transport, e.g., transport temperature, SENT, ADR, etc. – if applicable.

6. **Amendments to the content** of the Order for the Carrier are permissible, provided such changes are individually agreed upon between the Parties.

§ 5. Remuneration

1. The **Forwarder** shall pay the **Carrier** remuneration in the amount established in the **Order for the Carrier**. VAT at the rate applicable on the date of the invoice will be added to the remuneration amount if required by applicable law.
2. Remuneration shall be paid to the Carrier on the basis of a **VAT invoice** properly issued in accordance with the Order for the Carrier, following each proper execution of the order. The invoice must be sent to the Forwarder together with the **original consignment note**. The payment term is **55 days** from the date of execution of the Order for the Carrier and the delivery of the required documents, provided that these conditions are met jointly, unless the Parties agree otherwise in the Order for the Carrier.
3. Unless the content of the Order for the Carrier states otherwise, the **Carrier** is obliged to provide a **"door-to-door"** transport service, and the remuneration covers all costs associated therewith.
4. The **Forwarder consents** to the issuance of VAT invoices without the Carrier's signature.
5. Remuneration shall be paid by **bank transfer** to the Carrier's bank account indicated on the VAT invoice.
6. The date on which the **Forwarder's bank account is debited** shall be considered the date of payment of the remuneration to the Carrier.
7. The **Forwarder is entitled to offset** (set-off) any of its claims against the Carrier, regardless of their nature, from the Carrier's remuneration. By accepting these GTC-TO, the Carrier grants **irrevocable and unlimited consent** for the Forwarder to perform such offsets.
8. Remuneration is due for a transport service performed **correctly, on time**, and in accordance with these GTC-TO, the Order for the Carrier, and generally applicable laws. In the event of a complaint regarding the service by an authorized entity, the Carrier undertakes **not to charge the lump-sum compensation** referred to in Art. 10(1) of the Act of March 8, 2013, on Payment Deadlines in Commercial Transactions.
9. The Parties agree that the **fact of payment** of the freight to the Carrier does not, in any case, constitute a confirmation by the Forwarder that the specific transport was executed or executed correctly.
10. The **Forwarder is entitled to withhold payment** of remuneration to the Carrier if the Forwarder's Client files a complaint regarding the Order performed by the Carrier, until the complaint is resolved and a decision is issued by the Insurer.

§ 6. Insurance

1. **The Carrier** is obliged to maintain, for the duration of the transport performed on the basis of the Order for the Carrier issued by the Forwarder, **Carrier's Liability Insurance (OCP)** with full coverage. This is understood as, among other things, the absence of insurer's liability exclusions for damage consisting of loss, shortage, or damage to the shipment, its theft, disappearance, or robbery, and the absence of exclusions regarding protection for the specific type of shipment specified in the order.

Furthermore, its insurance shall contain a **guarantee sum** corresponding at least to the value of the goods accepted for transport (not less than **EUR 150,000**).

2. The **Carrier** is obliged to immediately present the current and valid insurance policy (original) referred to in paragraph 1 upon every request of the Forwarder.
3. The **Carrier** undertakes that during the provision of transport services based on the Order for the Carrier, the Carrier's OCP policy will be current and active (insurance premium paid in full and on time), and the guarantee sum will be fully available.
4. **Failure to meet the condition** referred to in paragraph 3 entitles the Forwarder to immediately cancel the Order for the Carrier and withdraw from the Agreement at any stage. In such a case, the Carrier is obliged to ensure, at its own expense, the performance of the transport service by an entity that meets the conditions indicated in these GTC-TO, the Order for the Carrier, and legal regulations. A false declaration by the Carrier regarding the possession of a policy, its activity, and the availability of the policy limit will be treated as **intentional improper performance of the agreement** and exposing the Forwarder to damage.
5. In the event of **damage** caused by non-performance or improper performance of the Agreement, including damage to the Shipment, the Carrier undertakes to immediately—no later than **7 days** from the date the damage occurred—report the claim to the Insurer with whom it holds the Carrier's Liability Insurance and take all possible and reasonable measures to minimize the damage. Additionally, the Carrier undertakes to indicate the aggrieved party designated by the Forwarder in the claim notification.
6. In the event of a claim and its notification to the Insurer, the **Carrier** is obliged to immediately provide the **claim number** to the Forwarder and provide information regarding the liquidation of the claim in question.
7. Before the commencement of loading, the **Carrier** is obliged to send the Forwarder a copy of the policy confirming the conclusion of the Carrier's Liability Insurance (OCP) agreement and a copy of the transport license document, along with the confirmation of acceptance of the Order for the Carrier (signed copy of the order).

§ 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 activity.
2. The **Carrier** is obliged to maintain a cultured and polite demeanor towards the Forwarder's Clients and their employees, and to ensure the technical condition and cleanliness of the vehicles used for the performance of the Agreement.
3. In the event of any **doubts regarding the Order for the Carrier**, the Carrier is obliged to direct inquiries to the Forwarder within **2 hours** of receiving the Order. Failure to submit questions or remarks within the aforementioned period shall be deemed as a lack of doubts on the part of the Carrier. Any risk resulting therefrom shall be borne by the Carrier.
4. It is the **Carrier's duty** to ensure the performance of the carriage in its entirety and continuously, in particular by providing a replacement means of transport in the event of a breakdown or ensuring service by another driver or subcontractor. In such cases, the Carrier bears the additional costs involved.
5. The **Carrier** undertakes to refrain from performing carriage for third parties in situations where this could prevent the performance of carriage for the Forwarder.

6. In the case of **ordering the entire vehicle** for the transport of shipments, even if free loading space remains, the Carrier has no right to consolidate other shipments in that vehicle. However, the Parties may agree otherwise.
7. The **Carrier** is obliged to issue all documents related to the performed/executed transport service, including all data necessary for identifying and settling the service.
8. The **Carrier** is obliged to deliver, in person, via an authorized person, or by mail to the Forwarder's headquarters, **VAT invoices together with transport documents** (i.e., CMR or domestic consignment note, Packing List, WZ, Delivery Note) confirmed by the recipient's stamp, signature, and delivery date, immediately after performing the transport. The documents listed in the preceding sentence must be delivered in written form.
9. In the event of **failure to deliver the documents** indicated in paragraph 8, the payment term for the VAT invoice shall be calculated from the delivery of all required documents to the Forwarder.
10. The **Carrier** is obliged to use a means of transport that meets the requirements of exhaust emission standards and is appropriate for the dimensions and type of the cargo. The vehicle must be fully clean, free from foreign odors, with a level floor throughout the loading area, and without any elements that could damage the goods. If the Carrier cannot provide such a vehicle, it must ensure a suitable replacement at its own cost and risk. Failing this, the Forwarder may entrust the service to another entity at the **Carrier's cost and risk**.
11. The **Carrier acknowledges** that the Forwarder is bound by commercial agreements requiring timely transport. Failure to deliver on time or improper performance may result in the Forwarder's liability for **contractual penalties and damages**, which the Forwarder may pass on to the Carrier. If the Forwarder is charged under separate commercial agreements due to the Carrier's act or omission, the Forwarder will seek full compensation from the Carrier in amounts analogous to those charged to the Forwarder.
12. The **Carrier** is obliged to check the transport documents and the cargo's visible condition, quantity, placement, and packaging before acceptance. Any reservations must be noted in the **CMR / all copies of the consignment note**.
13. The **Carrier** undertakes that the Driver will be present during loading and unloading; if impossible, the driver must note this on the consignment note.
14. The **Carrier** is obliged to secure the goods on the vehicle to ensure safe carriage or follow the shipper's instructions. Reservations must be noted in the transport documents and reported to the Forwarder **before leaving the loading site**; otherwise, later claims will not be accepted. The Carrier should seek confirmation of these remarks from the sender/loader.
15. If **difficulties occur** at the loading/unloading site, the Carrier (driver) may not leave without the Forwarder's express written consent.
16. The **Carrier** must immediately report any delays caused by the sender/recipient to the Forwarder and confirm them with an entry on the detention sheet/CMR/consignment note.
17. For **late arrival** for loading or unloading, the Carrier shall pay a **contractual penalty of EUR 70.00 for each hour of delay**. The Forwarder may claim damages exceeding this penalty.
18. The **Carrier** is obliged to cover all costs that the delay causes to the Forwarder's Client.
19. In the event of **failure to pick up the cargo** on the agreed date, the Carrier shall pay a **contractual penalty of EUR 300.00**, or the amount of the total remuneration if it is

higher than EUR 300. The Carrier must also cover any resulting costs for the Forwarder's Client.

20. When leaving the vehicle, the **driver** must lock all doors/windows, activate security systems, and take all cargo documents and vehicle keys. If the cargo is under customs seal, the driver must check the seal's condition before leaving and upon return.
21. The **Carrier** must immediately report any broken customs seals by unauthorized persons to the Forwarder and document the shipment's condition.
22. Upon delivery, the **Carrier** must demand written confirmation, including the company name, stamp, and the printed name/signature of the receiver on the consignment note.
23. If the **Recipient refuses** the shipment, the Carrier must immediately inform the Forwarder and await instructions.
24. If transporting **used or damaged cars**, the Carrier must perform photographic documentation and prepare reports describing the damage.
25. At pick-up, the **Carrier** must verify: a) the actual state of the shipment against the Order/documentation; b) the readiness and appropriate packaging/securing of the shipment.
26. The **Carrier** is obliged to exercise due diligence in protecting the shipment while it is in its care.
27. The **Carrier** must exercise due diligence in delivering to the authorized person, including: a) delivering to the address in the Order; b) handing over to an adult at the specified location; c) obtaining a receipt with a company stamp or signature.

§ 8. Obligations of the Forwarder

1. **The Forwarder** undertakes to provide the Carrier with the Transport Order **2 hours** prior to the planned loading, unless otherwise agreed between the Carrier and the Forwarder, and to provide all information necessary for the proper execution of the order.
2. **The Forwarder** further undertakes to designate an authorized person on behalf of the Forwarder to contact the Carrier regarding matters related to a specific transport, providing the telephone number and e-mail address of said authorized person.

§ 9. Additional Obligations of the Carrier

1. **The Carrier** is obliged to equip the persons directly performing the transport with a ready-to-use mobile phone, and such persons are obliged to ensure the phone's functionality during the transport. If the use of mobile phones by the person directly performing the transport is difficult or impossible, the Carrier is obliged to equip such person with another functioning system for direct communication with the Forwarder. Furthermore, the Carrier is obliged to equip the means of transport with a system enabling their location and route tracking. Failure to comply with the above obligations entitles the Forwarder to withdraw from the contract of carriage at any stage.
2. **The Carrier** is obliged to perform road transport exclusively on national and international class roads (marked with one, two, or three digits), with the exception of access roads to the loading and unloading sites.
3. **The Carrier** is obliged to perform sea/rail/air transport exclusively on routes designated by the relevant entities and institutions responsible for directing sea/rail/air traffic.

4. The following periods are **free of charge** regarding vehicle downtime during loading and unloading: a. **24 hours** – within the EU, b. **48 hours** – outside the EU.
5. The **Forwarder** shall not be held liable for downtime/stops caused in particular by compliance with requirements resulting from customs procedures and other necessary activities, the performance of which is mandatory under the law.
6. The basis for any financial claims for vehicle downtime is a **detention sheet** (downtime card), described and stamped by the shipper or the entity performing the unloading of the goods.
7. For justified and duly documented daily costs of downtime for a truck or other means of transport at the loading or unloading site, the **Carrier may claim no more than EUR 50**, starting after the expiration of the 48-hour free period outside the EU.
8. **Parking** of the means of transport is permitted only in **guarded parking lots**, or in particularly exceptional situations, in places designated by the Carrier's insurer or at gas station parking lots adapted for trucks located along national roads, expressways, or highways, provided they are illuminated and have security surveillance or CCTV monitoring, and on the condition that the vehicle is not left for more than two hours. The Forwarder may introduce additional restrictions regarding vehicle stops. This applies accordingly to means of transport other than trucks.
9. **The Carrier** is obliged to immediately inform the Forwarder of every inspection and detention of the vehicle by law enforcement agencies, customs authorities, and other state administration bodies, as well as of all technical breakdowns and faults of the vehicle and other circumstances and events that may affect the execution of the transport.

§ 10. Non-Competition

1. **The Carrier** undertakes to refrain from entering into any cooperation with the Forwarder's counterparties, whereby the Forwarder's counterparties are deemed to be entities whose data the Carrier obtains while performing the Agreement with the Forwarder. This prohibition specifically includes the ban on concluding contracts of carriage, forwarding agreements, or other agreements of a similar nature with the Forwarder's counterparties, as well as any other agreements the subject of which is the performance of any services for the Forwarder's counterparties. This prohibition applies to the Carrier during the period of cooperation with the Forwarder as well as for a period of **2 years** from the last Order for the Carrier issued to the Carrier.
2. In the event of a breach of the non-competition clause referred to in paragraph 1 of this section, the **Carrier shall pay the Forwarder a contractual penalty of PLN 50,000.00** for each breach of the prohibition. The contractual penalty shall be payable on the basis of a debit note issued by the Forwarder, within 14 days from the date the note is delivered to the Carrier. The Forwarder reserves the right to claim compensation exceeding the amount of the reserved contractual penalty.

§ 11. Liability of the Carrier

1. **The Carrier** is liable for the total or partial loss of goods or their damage occurring between the time of acceptance of the goods (shipment) and the time of delivery, as well as for delays in delivery, in accordance with applicable regulations. In particular, for international transport, liability is governed by the **CMR Convention**, and for domestic transport, by the **Transport Law Act** and the provisions of the **Civil Code**.

2. If it is discovered before the delivery of the shipment to the recipient that the shipment has suffered loss or damage, the **Carrier** shall immediately establish the condition of the shipment and the circumstances of the loss or damage by means of a **formal report (protocol)**. The report shall be signed by the persons participating in establishing the condition of the shipment; on behalf of the Carrier, the report is signed by the driver performing the transport service. If the recipient refuses to sign the report, the Carrier shall record this fact and the reasons for refusal in the report.
3. The **Carrier** shall immediately send the report referred to in paragraph 2 to the Forwarder and, upon the Forwarder's request, shall immediately provide further explanations and information.
4. If the **driver** employed by the Carrier performs the loading or unloading of the goods personally, the **Carrier bears full liability** for any damages occurring during these activities.
5. In the event of a breach of the obligations specified in paragraph 2 by the Carrier, resulting in any claims—including claims for damages—on the part of the Forwarder or the Forwarder's counterparty, the **Carrier is obliged to pay compensation** to the Forwarder under general principles.
6. In the event of non-performance of the contract of carriage by the Carrier for reasons attributable to the Carrier (other than loss of goods or damage to the shipment), the **Carrier shall pay the Forwarder a contractual penalty of EUR 1,500.00**. The Forwarder is entitled to claim compensation exceeding the amount of the reserved contractual penalty.
7. The **Carrier is not entitled** to withhold the transported shipment on any grounds, to interrupt the transport at the request of third parties, or to perform loading/unloading at a place other than agreed. A breach of these obligations entitles the Forwarder to impose a **contractual penalty of EUR 1,000.00** for each violation. The Forwarder reserves the right to seek compensation exceeding the reserved contractual penalty.
8. If the **Carrier fails to perform** the obligations resulting from these GTC-TO, it is **presumed** that the goods were correctly loaded, secured, and distributed, and that they were properly packaged.

§ 12. Confidentiality

1. **The Carrier** undertakes to keep secret all information obtained from the Forwarder in connection with the cooperation between the Parties.
2. The **obligation of confidentiality** covers, in particular: the content of all agreements and understandings concluded between the Parties, information regarding facilities, organization, personnel, associates, contractors, indicators, rates, finances, technology, technical solutions, programs, materials, and know-how ("**Confidential Information**").
3. **Confidential Information does not include** information made public by the Forwarder, nor information known to the Carrier prior to the commencement of cooperation with the Forwarder.
4. The **disclosure of Confidential Information** by the Carrier to third parties is possible only with the Forwarder's written consent or at the request of a court and other state or local government authorities entitled to obtain information under applicable laws.
5. In the event of providing Confidential Information at the request of a court or other authorized state or local government bodies, the **Carrier undertakes to immediately inform the Forwarder** of the receipt of such a request.

§ 13. Personal Data

1. The **Personal Data Controller** is Northgate Logistics spółka z ograniczoną odpowiedzialnością spółka komandytowa, with its registered office in Pruszcz Gdański at ul. F. Nowowiejskiego 24A, entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court Gdańsk-Północ in Gdańsk, 7th Commercial Division of the National Court Register, under KRS number 0000687531, NIP 6040186712.
2. **Personal data will be processed** for the purpose of performing forwarding and international transport services by the Forwarder, whereby forwarding orders may be executed through subcontractors and persons employed by them, to whom the personal data will be transferred.
3. All data obtained by the Forwarder will be processed for the **performance of the Order** concluded between the Principal and the Forwarder (based on Art. 6(1)(b) of the GDPR) or based on the **Principal's consent** (based on Art. 6(1)(a) of the GDPR). Personal data will also be processed for the purposes of the **legitimate interests** of the Forwarder (Controller) (based on Art. 6(1)(f) of the GDPR).
4. The personal data of the Principal or persons used by the Principal have been or will be obtained by the Forwarder from **agreements, forwarding orders, inquiries, commercial offers, transport exchanges, and publicly available registers** (CEIDG, KRS).
5. The Forwarder will process the following **categories of the Principal's personal data**: a) contact details, b) data necessary for settlements (NIP, REGON).
6. The Forwarder will process the personal data of **persons employed by the Principal** or persons acting on their behalf for the purpose of executing the forwarding order, and such data will be processed by the Forwarder based on **legitimate interests** (based on Art. 6(1)(f) of the GDPR). For this purpose, the Forwarder will process the following categories of personal data: a) first and last name, b) e-mail address, c) telephone number.
7. The **recipients of personal data** processed by the Forwarder are: a) accounting offices providing book-keeping and accounting services to the Company, b) entities providing IT services to the Company, c) subcontractors who cooperate with the Company in the course of executing agreements, d) managers and/or administrators of warehouse space, container terminals, and customs agencies, e) postal operators, banks, and entities providing advisory, audit, and legal assistance services.
8. The **duration** for which the Forwarder may process personal data depends on the purpose of the processing. The Forwarder processes data: a) for the duration of the Forwarder's **legal obligations** resulting from the conclusion of a cooperation/transport organization/storage/other service agreement; b) for the period of the Forwarder's **legal obligations resulting from tax law**; c) for the period of **storage of accounting documents**; d) for the time authorizing **judicial and extrajudicial actions** in connection with any non-performance or improper performance of the service/cooperation agreement by either party; e) for the **statute of limitations period** for claims resulting from the concluded cooperation/transport organization/storage/other service agreement.
9. By providing personal data, **everyone has the right to**: a) rectification (correction) of personal data, b) request the erasure of data, c) request the restriction of data processing, d) access to the data, e) data portability to another controller, f) object to the method of data processing, g) withdraw consent at any time without affecting the lawfulness of the processing performed based on consent before its withdrawal.

10. The **rights indicated in paragraph 9** may be exercised by submitting a written request to the Forwarder, in person at the Forwarder's headquarters, via traditional mail to the address of the Forwarder's headquarters, or via e-mail to personel@northgatelogistics.pl.
11. Personal data is **not transferred outside the European Economic Area** or to international organizations. Data may be transferred to a **third country** in the performance of legal obligations provided for the customs clearance of goods or the collection or handover of goods, i.e., in the performance of an agreement for the organization of transport or another service agreement. Personal data will not be subject to **individual decisions resulting from automated processing**, including profiling.
12. Everyone has the **right to lodge a complaint with the President of the Personal Data Protection Office (UODO)** if they believe that the processing of personal data by the Forwarder violates the provisions of Regulation (EU) 2016/679 (GDPR) or national regulations.

§ 14. Final Provisions

1. **Any disputes** that may arise between the Forwarder and the Carrier in connection with the performance, non-performance, or improper performance of the agreement shall be resolved in accordance with **Polish law** by the common court having jurisdiction over the **Forwarder's registered office**.
2. **Communication** undertaken by the Parties should occur exclusively in **Polish or English**. Information or correspondence provided in other languages will be left without consideration.
3. In matters not regulated by the **GTC-TO**, the provisions of generally applicable laws shall apply, including the **Civil Code, the CMR Convention, and the Transport Law Act**.
4. The **GTC-TO** and any appendices thereto **do not constitute an offer** within the meaning of the Civil Code. Regarding the conclusion of agreements in accordance with the GTC, the provisions of Art. 66¹ § 1–3 of the Civil Code shall not apply.
5. The **Carrier may not transfer** all or part of the rights and/or obligations resulting from the Agreement concluded with the Forwarder to a third party without the Forwarder's prior written consent, under pain of nullity.
6. Any **amendments to the Agreements** concluded by the Parties require the consent of the other Party expressed in written or documentary form to be valid, under pain of nullity.
7. The **Forwarder is entitled to unilaterally change** the content of the GTC-TO, of which it will inform by making the new version available on the website: <https://northgatelogistics.pl/pl/>. The change is effective from the moment the new GTC-TO are made available on the Forwarder's website.
8. These **GTC-TO are effective as of February 1, 2026**.

Appendices:

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

