

GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF ROAD TRANSPORT SERVICE	
The entrepreneur providing road carriage of goods on the basis of these General Terms and Conditions (hereinafter the "General Terms") is Motohouse Logistics sp. z o.o. (hereinafter the "Carrier").	
I. Conclusion of the Contract	
1.	The Carrier performs transport services after accepting an order for the road carriage of goods. The Carrier confirms acceptance of the order by sending the Customer (Principal) consent to conclude the order electronically: by e-mail, SMS, or by leaving a message in the messenger of the application used to cooperate with the Customer. Transport services are performed on the basis of the transport order, these General Terms, and generally applicable provisions of law.
2.	Any terms for performance of the transport order sent to the Carrier after acceptance of the order pursuant to item 1 are deemed non-binding unless the Carrier consents to them in documentary form.
3.	By concluding the order or commissioning additional services, the Customer consents to the application of these General Terms to the extent not governed by other mutual arrangements.
II. Performance of the Contract of Carriage	
1.	Performance of loading and unloading operations rests, as appropriate, with the Customer or, acting on the Customer's behalf, the loader (shipper) or the consignee (recipient). The Carrier may assume the duty to perform loading or unloading after prior arrangements with the Customer, in particular regarding the method of loading or unloading and the amount of remuneration due to the Carrier for such activities.
2.	A subcontractor or driver collecting the cargo specified in the transport order is not authorized to make or accept declarations of intent on the Carrier's behalf, nor to incur obligations regarding any changes, exclusions, or supplements to the transport order, to an order for additional services provided by the Carrier, or to these General Terms.
3.	A declaration of the value of the consignment or a declaration of special interest in delivery of the goods included in a consignment note or transport order is deemed invalid unless the Carrier gives express consent in a separate statement made during negotiations of the contract of carriage, in documentary form as defined in the Polish Civil Code; unless additional remuneration for the Carrier for including such clause in the terms of the contract of carriage is expressly agreed in documentary form; and unless the clause is entered in the CMR consignment note by persons acting on behalf of the consignor (e.g., the loader of the goods).
4.	Where the value of goods carried domestically within Poland exceeds EUR 300,000 (in words: three hundred thousand euros), the Customer is obliged to indicate, in the consignment note and the transport order, the declared value of the goods within the meaning of Article 80(3) of the Polish Transport Law (Prawo przewozowe). In the event of loss of a consignment with declared value, compensation is due in the amount declared, and in the event of shortage—in the corresponding proportion, unless the Carrier proves that the declared value exceeds the value determined as provided by generally applicable law. The provisions of item 3 above apply accordingly to inclusion of the declared value in the transport order and consignment note.
5.	If the Customer changes the conditions of the transport order by changing the place of loading, the place of unloading, or the dimensions or weight of the goods, and the Carrier consents to perform the order on the changed terms, where the change results in:
	a) an increase in the number of kilometers to be traveled by the Carrier to perform the order
	b) an increase in the dimensions or weight of the goods to be transported
	then, unless the parties agree otherwise, the Carrier is entitled to additional remuneration (for execution of additional instructions) in an amount proportionate, taking into account the freight and the route / dimensions / weight of the goods to be carried that were originally agreed in the transport order.
6.	The Carrier reserves the right, when performing transport services, to use subcontractors, to whom it may entrust performance of the carriage at any stage of execution, in whole or in part.
7.	In connection with conclusion of the transport order, the Customer is obliged to perform or ensure performance of all obligations which, under the transport order, these General Terms and generally applicable law, rest upon the consignor (shipper) of the goods.
8.	Unless the parties have agreed otherwise, the Customer's obligations referred to in item 7 above include in particular:

a)	preparing and packing the consignment in a manner suitable for carriage by road and enabling delivery and release of the cargo without shortages or damage
b)	issuing the consignment note for the specific cargo and completing it fully and correctly
c)	attaching to the consignment note (CMR) all documents necessary for proper performance of carriage and any documents required by applicable law
d)	providing the Carrier, in a timely manner, with complete, accurate, and factually correct information necessary to perform the carriage
e)	arranging notice (pre-advice) of loading or unloading and providing information to the Carrier at least one hour before the planned loading or unloading
f)	upon the Carrier's request, assisting in contacting the loader or consignee of the cargo specified in the transport order
g)	reimbursing the Carrier for additional documented costs, previously agreed in documentary form with the Customer, incurred to perform the order, or the costs of executing instructions issued by the Customer
h)	promptly passing on any reservations or comments concerning the performed service—both its own and those of the consignee
i)	obliging each loader of the goods commissioned for carriage to: • check, prior to loading, the packaging of the goods handed over for carriage and their weight • load the goods handed over for carriage onto the Carrier's vehicle • arrange the load in the Carrier's vehicle in a manner enabling safe carriage of the goods, in particular protecting against their destruction or overloading of the Carrier's vehicle axles,
j)	obliging each consignee of the goods commissioned for carriage to: • ensure suitable conditions for positioning the Carrier's vehicle at the place of unloading • provide equipment necessary for unloading the goods • check the transported goods upon unloading with respect to quantity and visible damage
9.	If the Customer fails to deliver documents necessary to perform the transport order, or delivers documents that are invalid or incorrectly completed, the Customer bears full liability for all damage incurred by the Carrier in connection therewith, as well as for the Carrier's lost profits.
10.	The Customer undertakes not to submit, bypassing the Carrier, transport offers to the Carrier's driver or subcontractor whose contact details the Customer obtained while performing the transport order, and not to provide the driver with information regarding the remuneration and other terms of cooperation between the Customer and the Carrier. This prohibition applies during performance of the transport order and for 2 years from the date of its completion. In the event of a breach of this prohibition, the Customer shall pay the Carrier a contractual penalty of EUR 3,000 (in words: three thousand euros) for each breach.
III. Additional Services	
1.	Based on a separate paid order, the Carrier may provide additional services commissioned by the Customer, in particular: a) weighing of the consignment, b) standstill / waiting time (stopover), c) other additional services on individually agreed terms.
2.	Both the Customer and the consignee indicated in the consignment note are entitled, at any stage of performance of the contract of carriage, to commission a protocol ascertainment of the condition of the cargo handed over for carriage. Preparation of the protocol is carried out by the Carrier or its subcontractor for additional remuneration of EUR 200 net.
3.	If, in the transport order concluded with the Customer or in the parties' arrangements, it has not been indicated that the Carrier undertakes to provide a standstill service for a specified time free of charge or at a specified price, the Customer is obliged to pay the Carrier remuneration for standstill as follows: a) van (up to 3.5 t) – EUR 200 net outside Poland or PLN 800 net in Poland b) truck 7.5 t – 12 t – EUR 300 net outside Poland or PLN 900 net in Poland c) truck over 12 t – EUR 400 net outside Poland or PLN 1,000 net in Poland
	per each commenced day of standstill (including public holidays in the country where the standstill takes place, at borders, or in connection with customs clearance), provided the Carrier agrees to perform the standstill service. The same rates apply to standstill after expiry of any free standstill time specified in

the transport order (if such time is provided). The Carrier may refuse to provide standstill if it would disrupt the schedule for other accepted orders or the functioning of the Carrier's enterprise.
IV. Withdrawal from the Contract
1. If the Customer withdraws from the transport order (contract of carriage) concluded with the Carrier before the Carrier commences performance, i.e., before the Carrier positions a vehicle at the place of loading, the Customer shall pay a contractual penalty of 30% (in words: thirty percent) of the remuneration agreed for performance of the transport order (contract of carriage).
2. If the Customer withdraws from the transport order (contract of carriage) during its performance (after positioning the vehicle at the place of loading), the Customer shall pay a contractual penalty of 50% (in words: fifty percent) of the remuneration agreed for performance of the transport order (contract of carriage).
3. The Carrier may withdraw from the transport order if:
a) after positioning the means of transport at the place of loading, the Customer or the loader acting on its behalf refuses to release the cargo covered by the transport order,
b) the Customer or the loader acting on its behalf failed to prepare the cargo covered by the transport order for release or failed to load the cargo at the time (time window) specified in the transport order and within one hour after the scheduled loading time,
c) the cargo prepared for release materially deviates from the description contained in the transport order or carriage documents, in particular as to dimensions, quantity, weight, or method of packaging,
d) the cargo lacks packaging where it is required, or the packaging, in the Carrier's view, is insufficient in the given case or defective,
e) the data in the consignment note differ in any part from the arrangements arising from the transport order (arrangements with the Customer)
f) for other reasons attributable to the Customer or persons acting on its behalf (loaders) that cause the Carrier's obligations provided in the General Terms or the order to be impossible to perform.
4. In the event of withdrawal by the Carrier from the transport order for reasons attributable to the Customer and persons acting on its behalf, the Customer is obliged to pay the Carrier a contractual penalty of 80% (in words: eighty percent) of the remuneration agreed for performance of the transport order (contract of carriage).
5. If the Carrier withdraws from the transport order without the Customer's consent for reasons attributable to the Carrier, the Carrier is obliged to pay the Customer a contractual penalty equal to 5% (in words: five percent) of the remuneration agreed for performance of the transport order (contract of carriage).
V. Liability
The Carrier, the Customer, and other persons participating in performance of the carriage of goods bear liability on the basis and to the extent set out in these General Terms and in generally applicable provisions of law.
VI. Complaints
1. If there are any reservations concerning the manner and correctness of performance of the carriage, the person entitled (the Customer or the consignee) may submit a written complaint to the Carrier's address. The complaint, as to its content and attachments, must meet the requirements laid down by applicable law.
2. The complaint should include, in particular, the following documents:
a) the transport order;
b) the consignment note (CMR);
c) the damage report—if prepared;
d) a document indicating the quantity, value, and weight of the goods covered by the transport order (contract of carriage)
e) financial documents confirming the damage,
f) a written claim with a calculation of the damage.
3. The Carrier is entitled to demand additional documents if they are needed to examine the complaint. Failure to supplement the complaint within the indicated time will result in the complaint being left unexamined.

4.	The Carrier shall respond to the complaint within the time limits specified by applicable law.
5.	either the Customer nor the consignee may set off claims against the Carrier with claims due to the Carrier for remuneration for services performed, unless the Carrier gives written consent, on pain of nullity.
6.	Submission of a complaint does not suspend the payment deadline for remuneration for services performed, including the service to which the complaint relates.
VII. Data Protection	
1.	The provisions set out in items 2–9 contain the information specified in Article 13(1–2) and Article 14(1–2) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR).
2.	The controller of the Customer's personal data and of the personal data of persons acting on the Customer's behalf (contact persons) made available by the Customer is the Carrier. For matters relating to personal data protection, correspondence should be sent to the e-mail address: biuro@motohouse-tsl.com
3.	The Customer's personal data will be processed for the purpose of concluding and performing the transport order (contract of carriage), on the basis of Article 6(1)(b) GDPR
4.	The personal data of persons acting on behalf of the Customer will be processed for performance of the contract (transport order) on the basis of Article 6(1)(f) GDPR, i.e., the controller's legitimate interests.
5.	The Customer's personal data and the personal data of persons acting on the Customer's behalf will also be processed for the following purposes: a) pursuing claims or defending the Carrier's rights arising from its business activities and undertaking marketing activities for its own products and services (Article 6(1)(f) GDPR) b) storing documentation related to settlements (Article 6(1)(c) GDPR in conjunction with Article 74(2) of the Polish Accounting Act of 29 September 1994).
6.	The Customer and persons acting on the Customer's behalf have the right to access their data and the right to rectification, erasure, restriction of processing, data portability, and the right to object to processing.
7.	If processing of personal data is found to infringe the GDPR, the Customer and persons acting on the Customer's behalf have the right to lodge a complaint with the supervisory authority (President of the Personal Data Protection Office, Poland).
8.	The Customer's personal data and the personal data of persons acting on the Customer's behalf may be disclosed to the Carrier's subcontractors (entities cooperating under data-processing agreements to the extent necessary to achieve the above purposes), its business partners (entities supporting the Carrier's services and its clients), and providers of current advisory services.
9.	The Customer's personal data and the personal data of persons acting on the Customer's behalf will be processed by the Carrier for the time necessary to perform the transport order (contract of carriage) and for the period in which claims may be pursued in connection with its conclusion. Additionally, such data may be stored for archiving purposes for 5 years from the date of the event necessitating the end of processing.
10.	Provision of personal data by the Customer and persons acting on the Customer's behalf is voluntary but necessary for conclusion and performance of the transport order (contract of carriage).
11.	The Customer is obliged to provide the content of items 1–9 to each person acting on its behalf whose data have been made available to the Carrier for the purpose of concluding or performing the transport order (contract of carriage).
12.	The Customer is obliged to provide the information referred to in item 10 without delay after making the personal data of the person acting on behalf of the Customer available to the Carrier, but no later than within 3 days of such disclosure.
13.	The Customer is obliged, upon the Carrier's request, to confirm fulfillment of the obligation arising from item 11. Confirmation shall be provided by submitting to the Carrier, in documentary form, a statement confirming that each person acting on behalf of the Customer, whose personal data the Customer has made available to the Carrier, has read the content indicated in item 10.
VIII. Items Prohibited from Carriage	
1.	The Carrier does not accept for carriage goods prohibited by the regulations of the countries through which consignments are transported, or which may violate relevant export, import, or other regulations, or threaten the safety of employees and collaborators, or which soil, stain, or otherwise damage other

consignments, or whose carriage is not economically justified. The following items are prohibited from being consigned:	
a)	human or animal organs and remains, or corpses;
b)	goods of special value, e.g., works of art, antiques, items of significant scientific, cultural, or artistic value, philatelic or numismatic collections, high-value postage stamps, and items having collector value;
c)	precious metals and gemstones;
d)	furs, ivory and products made of ivory, psychotropic substances and narcotics;
e)	bodily fluids;
f)	pornographic materials;
g)	items or materials that soil, stain, or otherwise damage other consignments;
h)	items emitting an odor that is difficult to remove;
i)	live animals;
j)	courier and postal consignments;
k)	household removal goods;
l)	dangerous goods as defined in groups I and VII of the ADR Agreement;
m)	valuable consignments and collectors' collections, monetary and excise stamps;
n)	oversized loads.
2.	By placing a transport order (contract of carriage), the Customer declares that they have read and accept these General Terms. By placing a transport order (contract of carriage) with the Carrier, the Customer also declares that they are not commissioning the carriage of cargo containing items listed in item 1.
3.	If items specified in item 1 above are discovered in cargo carried on the Customer's order, the Customer is liable for all damage suffered by the Carrier in connection with carriage of cargo containing items prohibited from carriage. In such a case, the Customer is also liable for the Carrier's lost profits.
IX. Final Provisions	
1.	If the Carrier incurs damage exceeding the amount of contractual penalties stipulated in these General Terms, the Carrier has the right to claim damages in excess of the contractual penalties on general principles.
2.	If the Customer fails to perform or improperly performs the transport order in a manner for which no other contractual penalty has been provided in the transport order or these General Terms, the Customer is obliged to pay the Carrier a contractual penalty equal to 100% (one hundred percent) of the remuneration agreed for performance of the transport order (contract of carriage).
3.	The Customer may not transfer to third parties any claims under the transport order that the Customer has against the Carrier without the Carrier's written consent, on pain of nullity.
4.	In matters not regulated in these General Terms, generally applicable law shall apply; in the case of international carriage—the provisions of the CMR Convention; and in matters not regulated in the CMR Convention and in other cases—the provisions of generally applicable Polish law.
5.	The General Terms are publicly available at the Carrier's registered office, and their content is additionally published on the website at https://motohouse-tsl.com/docs/
6.	All disputes arising from these General Terms shall be submitted to a Polish common court with local jurisdiction determined by the Carrier's registered office (address).
4.	The General Terms enter into force on 20/01/2024.