



Transport Order/Forwarding Order Nr LOG/00249/03/24/1

Please enter the order number on the invoice

Carrier / Forwarder	Furst Transporte GmbH Kurze Strasse 2, 31832 Springe, Germany NIP: 310961055
Contact Person:	Lukasz Fürst (tel: +49 1520 7028888)
Conveyance / Licence plates:	

ADDRESS / POINTS OF INTEREST	DATE	DETAILS
VOLKSWAGEN AG, STEUERSTELLE HUNSRÜCKSTRASSE DE 34225 Baunatal, Niemcy	2024-03-07	LOAD • Commodity: Art. przemysłowe; Packaging: EPAL; Gross weight [kg]: 24000.00; Comments: Halle 5C
Volkswagen AG, Hansastrasse 51, 30419 hannover Hansastrasse 51 DE 30419 Hannover, Niemcy	2024-03-07	UNLOAD • Commodity: Art. przemysłowe; Packaging: EPAL; Gross weight [kg]: 24000.00; Comments: Halle 43 Abladestelle 1299-R4
Freight 350 EUR net + VAT Payment Term: 55 days from the day of receiving the correct invoice and the set of confirmed transport documents		

Additional remarks: nr zał: 140124030100246 nr rozł: podam MEGA 3M + UNOSZONY DACH

1. The value of the invoice must be the same as for the freight on the transport order. Any additional costs should be issued on separate invoice or a debit note.

The invoice should have included our transport order number (LOG / 00...).

1.A The Contractor is obliged to send immediately, but not later than within 5 days from the date of unloading, to the address doc@omida.pl a legible scan of transport documents indicated in the further terms and conditions of this order. In the e-mail subject, please provide our order number together with the abbreviation included in the cover letter.

1.B The payment deadline is calculated from the date of receipt of a correctly issued invoice and ORIGINALS transport documents. Scans or photos and other electronic forms will not be the basis for make payment, unless the parties have agreed otherwise.

2. The Contractor represents that it complies with the regulations concerning the posting of employees and minimum wages in force in the countries in which it performs services for the Ordering Party, in particular Austrian, Belgian, French, Dutch, Luxembourg, German, Hungarian and Italian regulations, and authorises the Ordering Party to carry out verifications by the Ordering Party of the truthfulness of this representation, in particular by requesting the relevant information and documents.

3. The invoice containing the Ordering Party's order number and information about non-assignability of claims together with 2 original and confirmed copies of a neutral CMR containing a legible date, legible signature and stamp of the cargo recipient and the date of the consignment receipt, with completed fields no. 16 and 20 in accordance with the accepted order and 2 copies of all documents accompanying the consignment (in particular Lieferschein), must be issued in the month in which the unloading took place and delivered within 14 days from the date of the unloading. Failure to meet the deadline for delivery of the invoice together with documents shall result in charging liquidated damages of PLN 60 (if the remuneration under the agreement is expressed in Polish currency) or EUR 15 (if the remuneration under the agreement is expressed in foreign currency) for each day of delay or extending the payment deadline by 60 days at the Ordering Party's option. The Contractor undertakes to issue and send transport invoices and all documents confirming the completion of transport (including the original copy of the CMR bill of lading signed by the recipient) to the following address:

ADDRESS FOR CORRESPONDENCE	INVOICE DATA
Omida Logistics o / Kórnik ul. Katowicka 37 62-035 Kórnik Dziećmierowo	Omida Logistics sp.z o.o Aleja Grunwaldzka 472C 80-309 Gdańsk NIP: PL5842739582

4. The Parties jointly agree that they make an agreement demonstrating the service performance within the meaning of Article 4589 of the Polish Code of Civil Procedure, which specifies that the Contractor may demonstrate the performance of the transport service only by presenting documents referred to in point 3 and the Parties exclude the possibility of using any other means of evidence in order to prove this circumstance.

5. The driver should secure with particular care the vehicle together with the consignment against burglary. Subject to the provisions of points 6 and 7, the Contractor is obliged to perform stops only:

a) at an attended car park,

b) at a car park for trucks, located at a large fuel station open 24 hours a day, whose area is monitored and lit and which is located directly at the main road [understood as a motorway, expressway, international road/European routes marked with a one-, two- or three-digit number preceded by letter E and road having the status of a national road],

c) at the place of loading or delivery, provided that the stop takes place at the fenced and supervised premises at the disposal of the loader or recipient (generally accessible/public area located in the immediate vicinity of the premises of the loader or recipient, including car parks for guests arranged outside the fenced and supervised premises of the loader or recipient, is not considered as the place of loading or unloading),

d) at the car park directly at the hotel/motel located at the main road, provided that the car park is adapted for parking trucks,

e) at the car park adapted for parking trucks [e.g. Motorist Service Area], located directly at the motorway or expressway.

6. In addition to the car parks described in point 5, the driver can park only if it is necessary due to:

a) the vehicle failure which makes it impossible to continue driving,

b) the road accident of the vehicle,

c) the necessity to provide assistance to the victims of road accident - in the necessary scope resulting from the provisions of law, provided that the driver parks the vehicle at the nearest possible place in the immediate vicinity of the road accident where stopping/parking the vehicle does not create a threat to road safety,

d) necessary refuelling and/or refilling of operating liquids carried out at the fuel station, while the stop cannot last longer than 60 minutes,

e) the necessity to perform obligatory customs formalities connected with carrying out the transport and formalities connected with crossing the state border, border control, customs clearance, ferry crossing, as well as waiting for the performance of these actions - provided that the stop resulting from waiting takes place at the car park/designated parking space located directly at the customs terminal (customs office)/border terminal (border crossing)/ferry terminal,

f) the payment of the toll,

g) the road check or another stop resulting directly from an order issued to the Contractor by authorities or services possessing such powers,

h) the order issued by an authorised body (the police, road transport inspection and other authorised public services) at the place designated by it,

i) the performance of operations related to loading, additional loading, reloading and unloading of goods (including waiting for the commencement of these operations) at the place of loading or unloading, provided that the stop takes place at the fenced and supervised premises (generally accessible/public area located in the immediate vicinity of the premises of the loader or recipient, including car parks for guests arranged outside the fenced and supervised premises of the loader or recipient, is not considered as the place of loading or unloading),

7. The driver is authorised to stop and leave the vehicle in the case of their sudden illness making it impossible to continue driving under the condition that these circumstances are confirmed by medical services which provided the necessary medical assistance to the driver. If possible, such a stop should take place at one of places indicated in point 5 above, while if the driver condition does not allow them to drive to such a place, such stop must take place at the nearest possible place where stopping/parking the vehicle does not create a threat to road safety.

8. During each stop, the driver is obliged to lock all factory locks of the vehicle and to start all installed anti-theft protection devices, alarm, immobiliser, etc., as well as to take vehicle documents and transport documents.

9. In the case of any complications during the performance of the transport, the Contractor is obliged to contact the Ordering Party within a maximum of 15 minutes at the telephone number indicated in the transport order. The Contractor is fully liable for acts or omissions undertaken without consultation with and consent of the Ordering Party, including in particular any costs resulting from such acts or omissions.

10. The Contractor is obliged to ensure that the Ordering Party may contact at any time the driver performing the transport, who should have at least one operating means of communication.

11. At the time of the consignment delivery to the recipient, the following conditions should be met:

a) the consignment has been delivered to the company's registered office or the recipient's place of residence indicated by the sender;

b) the consignment has been delivered to an adult present at the indicated address;

c) the person receiving the consignment has confirmed the receipt with legible signature;

d) the confirmation of receipt has been endorsed with: - if the addressee is a natural person: the identity card number or another identity document of the recipient, while the identity card or another identity document has been presented to the Contractor, - if the addressee is an entrepreneur/company: the company stamp.

12. Unless otherwise indicated in the transport order, the Carrier is obliged to exchange returnable Euro-pallets at the place of loading and at the place of unloading in a 1:1 ratio and to obtain from the sender/recipient a pallet receipt properly completed and signed. The Carrier has the right not to collect pallets at the place of unloading only after obtaining the entry to the pallet receipt: "Pallets have not been handed over because of lack of pallets for replacement". Otherwise, the Contractor reserves the right to charge liquidated damages of EUR 15 (in the case of freight specified in EUR) or PLN 50 (in the case of freight specified in PLN) for each outstanding pallet. The time for the exchange of pallets is 14 days from the date of unloading. If the value of the damage suffered by the Ordering Party exceeds the amount of the stipulated liquidated damages, the Ordering Party may claim compensation for the damage under general principles as well as any administrative costs.

13. Within 24 hours after unloading, the Contractor is obliged to inform the Ordering Party by fax or e-mail about the actual date of unloading of the goods, specifying the order number. If there has been more than one place of unloading, the Contractor is required to indicate the date of unloading at the last place.

14. The Contractor represents that it is aware that all data connected with the transport, such as: data of the sender, recipient, contractor of the Ordering Party, route and freight rates, constitute the Ordering Party's business secret. The Contractor is not entitled to use in its activities data constituting business secret in the course of the agreement performance and for the period of 3 years after its completion. In the case of a breach of the above obligation, the Contractor shall be obliged to pay liquidated damages of EUR 10,000, with the reservation that these damages do not cover the situation described in point 15.

15. It is prohibited for the Contractor to make offers directly to the Ordering Party's customers or for the Contractor to carry out transport for their benefit without the Ordering Party's intermediation. Such conduct shall be deemed a breach of the obligation of business secrecy and unfair competition in relation to the Ordering Party.

16. The Ordering Party's client is understood as each entity at whose location the loading or unloading takes place during the performance of the order commissioned to the Contractor, each entity indicated in the bill of lading as the sender or recipient during the performance of the order commissioned to the Contractor, as well as each entity about which the Contractor knows that it has commissioned the order for transport to the Ordering Party, subsequently entrusted to the Contractor. If the Contractor violates the obligation specified in this point, the Ordering Party has the right to charge liquidated damages of EUR 100,000 for each breach. The Contractor's remuneration provided for in this Agreement also covers the obligation to comply with the provisions of this point.

17. The submission of offers directly to the Ordering Party's clients or the performance of transport for them without the Ordering Party's intermediation both by the Contractor and by entities related to the Contractor personally or by capital shall be also considered as a breach of the obligation referred to in point 15.

18. The following entities are considered to be entities related to the Contractor personally or by capital:

a) entities holding more than 10% of shares in the Contractor's capital;

b) entities in which the Contractor holds more than 10% of shares;

c) entities which are partners with the Contractor in a partnership;

d) entities which are partners of the Contractor being a partnership;

e) members of the bodies of the Contractor being a joint-stock company;

f) ascendants, descendants, siblings and relatives up to the first degree of affinity of the Contractor and any of the entities described above.

19. The submission of offers directly to the Ordering Party's clients or the performance of transport for them without the Ordering Party's intermediation by the Contractor's subcontractors by whom it performed transport for the Ordering Party, with the reservation that it concerns only these clients of the Ordering Party for whom a given subcontractor performed transport under the implementation of the transport agreement commissioned to the Contractor by the Ordering Party, shall be also considered as a breach of the obligation referred to in point 15.

20. Any disputes that may arise from the execution or performance of this Agreement shall be resolved by a common court having jurisdiction over the Ordering Party's registered office.

21. Protection of personal data

a) The Contractor represents that it is aware that data contained in the above-mentioned document - with particular attention paid to first and last names, addresses, e-mail addresses and contact telephone numbers - constitute personal data in the light of Polish and European law and, therefore, the Contractor is obliged to protect them and allowed to process them only to the extent and for the purpose necessary for the performance of the provisions of the Agreement. As regards the protection of personal data, the Contractor is bound by standards, rules and procedures set by the Ordering Party.

b) The Contractor is obliged to immediately inform the Ordering Party about any data leakage, including the situation when the leakage has not been clearly detected, but it is probable that the data protection has been breached. The Contractor is not allowed to disclose data to any persons not unauthorised by the Omida Group or directly by the data subject.

c) The Ordering Party processes data necessary for the performance of the transport order, made available to it by the Contractor - including data of the driver assigned to perform the order and numbers of their documents. Data shall only be processed to the extent necessary for the performance of the service, in compliance with all the rules and procedures concerning personal data security in force in the Omida Group, included in the Privacy Policy and the General Terms and Conditions of Transport.

d) Services provided by Omida Logistics sp. z o.o. aleja Grunwaldzka 472C, 80-309 Gdańsk and entities related to Omida include the processing of personal data of data subjects on behalf of the Contractor. In relation to such personal data, Omida shall act as the Processor and the Contractor shall act as the Controller.

e) Such processing is the object of the "Omida Personal Data Protection Policy concerning international and national freight forwarding, logistics, transport and customs services as well as services connected with handling of trade in goods" published on the Omida website (<https://omida.eu/privacy/>).

f) In the case of the offer acceptance, this provision including the above-mentioned reference should be classified as an agreement with a processor within the meaning of Article 28 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 (General Data Protection Regulation).

g) As part of the exercise of the right to the protection of personal data and the right to privacy of its clients, employees, contractors and business partners, Omida Logistics sp. z o.o. has appointed the Data Protection Officer. Contact in all matters concerning the processing of personal data and the exercise of rights related to the processing of data is possible by sending:

- letter to the address: aleja Grunwaldzka 472C, 80-309 Gdańsk
- e-mail to the address: iodo@omida.pl

22. In matters not regulated in the order, the General Terms and Conditions of Transport, version 3.0, effective from 01/01/2022, available in PDF format at https://omida.pl/pdf/OWP-2022_en.pdf shall apply. By accepting the order, the Contractor confirms that it has read the General Terms and Conditions of Transport, fully accepts their content, agrees that they are an element of the agreement between the Parties, and declares that it has saved the content of the General Terms and Conditions of Transport on a computer or printed them, or otherwise recorded their contents in such a way that they can be stored and reproduced in the normal course of business.

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