

General Terms and Conditions of Transport Orders

General Provisions

1. The General Terms and Conditions of Transport Orders specify the rules for the performance of contracts for the carriage of goods, in which Akrostal sp. z o.o. with its registered office in Poznań acts as the party ordering the carriage. Akrostal sp. z o.o. shall hereinafter be referred to as the Customer.
2. General Terms and Conditions of Transport Orders (hereinafter also referred to as the "GTCTO"), form an integral part of all transport contracts concluded with the Customer and define mutual relations between the Customer and the Carrier. Every lapse of application of these General Terms and Conditions of Transport Orders requires a written form or else shall be null and void.
3. The General Terms and Conditions of Transport Orders are communicated to and accepted by the Carrier on the website of the Customer www.akrostal.pl in a form that enables download and reproduction thereof by the Carrier or shall be delivered to him by the Customer prior to the conclusion of the contract. If the Carrier maintains permanent business relations with the Customer, a single taking note of the contents of the GTCTO by the Carrier shall be considered as acceptance thereof and shall mean validity thereof for all contracts of carriage concluded between the Parties, until the content of GTCTO is changed or application thereof to a given contract is revoked.
4. If the Carrier also uses a contract template containing general terms and conditions of a transport order, the contract concluded between the Parties shall not include the provisions of the templates which are clearly contradictory to each other.

Execution of the order

1. A transport order submitted by the Akrostal sp. z o.o. Company (hereinafter referred to as the Order) may only be performed by the Contractor who:
2. (a) is a licensed Carrier,
3. b) has a valid and paid civil liability policy with a guarantee amount not lower than PLN 200,000, which includes clauses specifying insurance coverage for damages resulting from theft or robbery and does not contain territorial exclusions in relation to the place of execution of the Order.
4. The freight price includes all costs associated with the carriage.

5. The condition of receiving by the Carrier payment for the performed service within 30 days from the date of its performance thereof: delivery to the Customer of a correctly issued VAT invoice together with documents confirming the correctness of delivery of the goods (e.g. stock issue confirmation, bill of lading, CMR, customs documents, if in a given case they were issued). The Carrier shall be obliged to send the documents referred to in the previous sentence to the Customer within 10 days from the date of unloading of the transported goods by the consignee. In the case of transport with multiple unloading points, this deadline shall be extended to 20 days. In the event of delay in the performance of the obligation in question, the Customer shall be entitled to charge a contractual penalty in the amount of 30% of the freight value. In the event of a delay in the delivery of the above documents, within the period specified above, exceeding 30 days, the Customer shall be entitled to charge a contractual penalty in the amount of 100% of freight. In any case, however, the freight payment term shall be calculated from the date of delivery of a correctly issued VAT invoice to the Customer.
6. Assignment of the receivables resulting from the contract for carriage concluded between the Parties by the Carrier shall require the written consent by the Customer.
7. If the receivables resulting from Carrier's VAT invoices are specified in foreign currencies, the Customer shall have the right to pay in Polish currency using the average exchange rate of the National Bank of Poland (Table A) announced on the day of loading the goods.
8. The Carrier undertakes to enable and maintain constant contact with the driver performing the Order. The Carrier shall be obliged to provide the Customer with information on the status of the order, including the location of the transported goods, within 1 hour from the moment of receiving the Customer's request for cargo.
9. It shall be the Carrier's duty to provide for loading a technically efficient, clean and disinfected vehicle, equipped with all the required documents necessary for the performance of a given type of transport.
10. The Customer shall not be responsible for handing over the goods to an inappropriate person or company, if the goods were handed over to the person/company indicated by the Carrier in the information provided to the Customer in connection with the contract of carriage.
11. It shall be the Carrier's duty to check compliance with the documents of the quantity and weight of the goods handed over by the Customer. If it is impossible to check the quantity or quality of the loaded goods, the Carrier's driver shall be obliged to make an appropriate entry in the bill of lading or other appropriate document.

12. In case of late provision of the car by the Carrier, the Customer shall be entitled to charge a contractual penalty in the amount of 200% of freight. The contractual penalty in question shall also be due to the Customer in the event of: replacement of a faulty vehicle, unagreed change of the means of transport, incorrect information on the location of the vehicle performing the transport, lack of documents or technical means necessary to carry out the Order and failure to observe the instructions attached to the Order. The penalty in question shall not be charged if the Customer accepts the change in the date of car delivery.
13. Payment of the contractual penalty referred to in sections 3, 10 and 16 shall not preclude the Customer's right to claim compensation for incorrect performance of the agreement on general principles.
14. In case of any obstacles preventing its proper execution during the execution of the Order, the Carrier shall be obliged to immediately contact the Customer.
15. The Customer shall not be responsible for the Carrier's vehicle downtime without fault. The Customer reserves the right to load or unload goods and customs clearance up to 24 hours from the date and time specified in the Order, without the possibility of increasing the freight amount by the Carrier.
16. Any and all amendments to an accepted Order must be made in writing, under pain of nullity. Any additional load or reloading of a car, with which the transport of goods covered by the Order are carried out, requires a written consent of the Customer. It shall be forbidden for the Carrier to leave the goods in a place other than the point of unloading.
17. from the moment of receipt of the goods covered by the Order by the Carrier to the moment of unloading at the consignee's site. The Carrier shall be liable for any damage to the transported goods, in particular damage or theft. The driver shall be responsible for securing and stowage of the load. The driver shall be obliged to use guarded parking lots.
18. All written complaints related to the implementation of the contract shall be considered by the Parties within 30 days from the date of their receipt. In the absence of a written response to the complaint within the above-mentioned time limit, the complaint shall be deemed to have been accepted. The party who did not meet the deadline shall be obliged to pay to the party making the complaint a contractual penalty in the amount corresponding to the freight equivalent.
19. All data contained in the order and obtained by the Carrier during its execution are confidential and may not be used and distributed for Carrier's own purposes. We reserve the right to withhold payment for this order and to charge the Carrier with a contractual penalty in the amount of PLN 100,000 in case of failure to comply with this condition.

20. To the extent not regulated in these General Terms and Conditions of Transport Orders, the relevant provisions of the Polish law shall apply, in particular the Transport Law Act and the CMR Convention.

21. Any disputes arising from contracts concluded with the Customer shall be considered in the court competent for the place of the Customer's registered office.