	GENERAL CONDITIONS OF THE TRANSPORT ORDER	Document ID:	FLM 300
		Date of issue:	30.08.2016
		Rev. number:	02 / 22.07.2022

These General Terms and Conditions of the Order define the rules for the implementation of transport between Major Sp. z o.o. (hereinafter referred to as the "Principal") with headquarters in Tychy, ul. Sienkiewicza 13, and the entity providing transport services to the Principal (hereinafter referred to as the "Carrier").

1. General conditions of the transport order

1.1 The contract of carriage is considered concluded at the time when:

- The carrier will confirm the acceptance of the order in writing to the Customer's address,
- The carrier will confirm the acceptance of the order via e-mail to the e-mail address of the Customer.
- Despite the lack of confirmation of the acceptance of the order, the Carrier will immediately proceed to the performance of the contract on the basis of the transport order submitted by the Customer.

1.2 The Ordering Party reserves the right to make changes to the transport order after confirmation of the order by the Carrier. Failure to refuse to execute the order under the changed terms and conditions within 30 minutes shall be treated as acceptance of the order in the changed form.


1.3 Acceptance of the order or commencement of its performance means that the Carrier declares that:

- runs a business, the subject of which is, inter alia, provision of transport services;
- has a carrier's liability insurance covering liability for any damage arising during the execution of the order consisting in damage, partial loss or loss of goods, loss or theft of goods;
- is responsible for the actions and omissions of its own and subcontractors;
- undertakes to carry out the transport in accordance with the transport order and guarantees the implementation of the order with due diligence, in accordance with the law, and the means of transport used to execute the order and their equipment meet the requirements and allow for the implementation of the order (meaning in particular adequate securing of the cargo against movement during transport and adequate protection against weather conditions);
- if at the time of loading any non-compliance or damage to the goods or its packaging, defects or shortages is noticed - the driver is obliged to immediately inform the Principal about this fact. - after the load is accepted and no objections are raised, the responsibility for the load is transferred to the Carrier;
- undertakes to immediately inform the Principal of any obstacles hindering the correct and timely execution of the order, as well as cases of damage to the cargo / shipment, such as loss, theft, damage or destruction, and any road accidents or failures occurring during the execution of the order;
- undertakes to immediately notify the police of the theft, seizure of the transported goods as well as the robbery / robbery of the driver

1.4 For loading / unloading, 48 hours are free of parking fees.

2. Payments and invoices

2.1 The amount and date of payment are specified in the transport order

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2.2 After completing the order, the Carrier is obliged to send the Customer the invoice and the original documentation (signed order, consignment note, WZ document, non-compliance reports, damage and any other documentation related to a given transport) within 14 days from the date of order completion.

3. Contractual penalties

3.1 In the event of failure to comply with the terms of the order, the Customer reserves the right to demand compensation for the full amount of damage, which also includes penalties and damages charged to the Customer due to the Carrier's failure to meet the conditions of the order, where the upper limit of the Carrier's liability is determined by the Special Interest Amount recorded in the order. (It should be understood that the carrier takes full responsibility for the execution of the order and undertakes to meet the deadline, including the unloading time. contractors, the Principal reserves the right to transfer liability and a financial penalty as well as enforce the payment of compensation for additional costs incurred up to the amount of the Special Interest Amount).

3.2 The Principal has the right to claim a contractual penalty from the Carrier in the event of failure to provide the vehicle for loading / unloading within the time specified in the order, in the amount of 10% of the gross freight value for each hour of delay.


3.3 In the event of damage to property arising during transport, the Customer has the right to claim compensation from the Carrier up to the Declared Amount value of the goods.

3.4 The client has the right to claim damages from the carrier in excess of the contractual penalties, if the damage suffered by the client was higher than their amount.

3.5 The Ordering Party, during the execution of the order, has the right to withdraw from the contract if the conditions of carriage are violated and to demand damages and penalties from the Carrier described in point 3.

4. Final provisions:

- the above conditions are an integral part of each transport order issued by the client;
- in matters that are not regulated by the general conditions of the transport order, the relevant provisions of the Civil Code and the provisions of the Transport Law Act and the international CMR Convention shall apply;
- The Carrier may not transfer to a third party all or part of the rights and obligations arising from the contract of carriage, including receivables due to the Principal, without the prior consent of the Principal given in writing under pain of nullity
- the court competent to hear disputes arising from the contract of carriage is the common court competent for the seat of the Principal
- the supplier is obliged to comply with each current version of these "General terms and conditions of the transport order", available on the Customer's website <http://major.pl>;
- these "General Conditions of the Transport Order" issued by the Buyer are governed by the law applicable to his seat.
- the acceptance of the order for execution is tantamount to the acceptance of the general Terms and Conditions of the Transport Order

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EDIT TABLE

REV. NO	DATE	EDIT DESCRIPTION	WRITTEN BY	APPROVED
01	30.08.2016	First edition	Wygaś S.	Major R.
02	22.07.2022	Issue in a new graphic version, adding a table of changes, assigning a form number and updating points 1.1, 1.2, 1.3, 3.1, 3.5	Góralaska M.	Major R.