

### Article 1. Introduction

These General Terms and Conditions for the Performance of Transport Orders (hereinafter referred to as the "GTC") shall apply to transport agreements concluded between the Principal and the Carrier. The GTC constitute an integral part of the Agreement and shall apply to the extent that they are not modified or excluded by the Agreement. Any provisions deviating from the foregoing shall apply only if confirmed in writing by the Principal.

### Article 2. Definitions

For the purposes of the GTC, the following terms shall have the meanings set out below:

- Principal Addit Spółka z o.o. with its registered office in Węgrów, entered in the National Court Register under No. KRS 0000113878, NIP 8241002542, REGON 710334177, and/or any other natural or legal person affiliated with Addit Sp. z o.o.
- Carrier an entity which, within the scope of its business activity, performs a contract of carriage for the benefit of the Principal;
- Party / Parties the Principal and the Carrier;
- Goods all products, services and any other items, as well as any elements that may be added to such goods, e.g. specified documents, samples, etc.;
- Agreement a contract for the carriage of goods or an international contract for the carriage of goods concluded between the Principal and the Carrier, including a contract concluded on the basis of a Transport Order;
- Shipment items or goods accepted by the Carrier for transport;
- Transport Order a document specifying the Principal and the Carrier, the place and date (and optionally the time) of loading and unloading, the vehicle(s) used for the performance of the Agreement, and the amount of remuneration (freight), constituting an integral part of the Agreement.

### Article 3. Subject of the Agreement

1. Under the Agreement, the Carrier undertakes to transport items specified by type or identity, and the Principal undertakes to pay the remuneration (freight).
2. The Agreement shall be deemed concluded upon receipt by the Carrier of the Transport Order or upon execution of the Agreement document by the Parties.
3. If the Carrier fails to refuse acceptance of the Transport Order upon receipt thereof, it shall be deemed that the Carrier has commenced performance of the Agreement.
4. Commencement of performance of the Agreement shall constitute acceptance by the Carrier of the terms set out in the Transport Order, the Agreement, as well as the terms set out in the GTC.
5. The risk of accidental loss of or damage to the Shipment shall pass to the Carrier upon commencement of loading. Acceptance of the goods by the Carrier means that the cargo has been accepted in an intact condition, without damage, in the quantity and with the parameters confirmed by the documents attached to the goods. Any obstacles to taking over the cargo, including, inter alia, delay, must be reported by the Carrier to the Principal without delay.

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**Article 4. Obligations of the Carrier**

1. The Carrier shall comply with all applicable provisions of law, including transport law, customs law, environmental protection law, labour law, and the laws of the states in whose territory the transport is performed, as well as with the provisions arising from the Agreement, including the GTC.
2. The Carrier shall perform the Agreement with the utmost diligence, in accordance with the professional nature of its business activity.
3. The Carrier shall be liable for the acts and omissions of persons through whom it performs the Agreement as for its own acts and omissions.
4. The Carrier declares that it holds all concessions, licences, permits, authorisations and consents required by law for the performance of the Agreement.
5. The Carrier shall maintain valid carrier's civil liability insurance (OCP) for domestic and international transport, or only for domestic transport if it performs carriage exclusively within the territory of the Republic of Poland, as well as any other insurance required by law, covering the value of the transported goods and guaranteeing compensation for damage arising from total or partial loss of or damage to the Shipment, as well as from other instances of non-performance or improper performance of the Agreement. The OCP policy held by the Carrier must provide full insurance cover including, inter alia, damage caused by gross negligence, robbery or assault, theft, release to an unauthorised person, and must not contain exclusions regarding protection for the type of property accepted for transport.
6. When accepting goods for transport, the Carrier shall be obliged to:
  - a) verify the documentation provided to it for completeness and conformity with the actual condition of the shipment (quantity, weight, characteristics and numbers of the goods) and with the received Transport Order,
  - b) verify the qualitative condition of the shipment prepared for transport and, where necessary, enter relevant remarks in the consignment note,
  - c) verify the condition in which the shipment has been prepared for transport and, where necessary, ensure proper packaging and securing of the goods for further transport operations, including due placement, fastening and securing of the cargo on the vehicle.
7. If any discrepancies are found between the actual condition and the content of the order or the consignment note, if defects of the goods or packaging are noticed, or if it is impossible to perform the verification activities, the Carrier shall be obliged to: immediately notify the Principal of the situation and wait at the place of loading for instructions regarding further procedure, and enter its remarks together with justification in the consignment note before the vehicle departs from the place of loading.
8. If the Carrier fails to perform the obligations specified in points 6(a)–(c) and 7, the Carrier shall not be entitled to invoke any exclusions of its liability for any damage to the shipment identified upon delivery thereof to the consignee; in such case the Carrier shall bear the cost of any compensation.
9. When delivering the shipment to the authorised person indicated by the Principal, the Carrier shall verify whether the goods are delivered to the place (precise address) indicated by the Principal, obtain an acknowledgement of receipt bearing the consignee's company stamp, and, if the consignee does not conduct business activity, verify the consignee's personal

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details on the basis of an identity card or other identity document and obtain the consignee's signature on the acknowledgement of receipt.

10. The Carrier shall exercise due diligence in protecting the transported goods and in securing the vehicle during stops. Unless otherwise specified in the Transport Order, stops of the means of transport together with the goods may take place exclusively in guarded parking areas. A stop of the means of transport with cargo in places other than guarded parking areas shall be permitted where resulting from: the obligation to accept/deliver the shipment, i.e. activities related to loading, additional loading, reloading and unloading of the goods, including waiting for the commencement of such activities; the necessity to complete financial and customs formalities connected with the performance of the transport, including waiting for completion of such formalities; a necessary stop at parking areas near border crossings and border terminals; the need to call for assistance after a vehicle breakdown or road accident; sudden illness or fainting of the driver documented by a physician; the need to refuel or to replenish or replace operating fluids in the vehicle; or provisions of law, inter alia concerning drivers' working time, driving time, or bans on the movement of heavy goods vehicles at specified times, provided that the driver does not leave the means of transport unattended for longer than 60 minutes. Leaving the means of transport together with the goods unattended for more than 60 minutes shall be permitted only if the means of transport is parked in a guarded parking area.

11. The Carrier may not: transport together with the Shipment any other items not covered by the Agreement without the Principal's consent; reload the Shipment onto other vehicles without the Principal's consent; or entrust performance of the Agreement to a third party without the Principal's prior consent.

12. If the Principal grants consent for the carriage to be subcontracted to a further carrier, the Carrier:

- a) may not subcontract the carriage to a contractual further carrier who does not possess the means enabling performance of the carriage in accordance with the terms of this document,
- b) shall entrust the carriage exclusively to such carrier as will actually perform the carriage and who meets the requirements of the Agreement and the GTC,
- c) shall inform the further carrier, in the contract of carriage concluded with such carrier, that subcontracting the carriage to subsequent (further) carriers is prohibited,
- e) the further carrier shall be obliged to enter in the consignment note its details (company name and address) or affix its stamp containing such details, enter in the consignment note the registration numbers of the vehicles used for the carriage, and confirm acceptance of the shipment for carriage by the driver's signature,
- f) shall verify the reliability of the further carrier. The burden of proving performance of the above obligations shall rest with the Carrier.

13. If the Carrier subcontracts the carriage to a further carrier without the Principal's consent, the Principal shall be entitled to impose on the Carrier a contractual penalty equal to double the amount of the freight.

14. If the Carrier is granted written consent to subcontract the carriage to a further carrier, the fact of such subcontracting shall not release the Carrier from the obligations specified in this Agreement.

15. The Carrier declares that the persons actually performing the Agreement, including in particular drivers, are representatives of the Carrier authorised to make declarations of intent related to the loading, transport and unloading of the Shipment.

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16. The Carrier declares that it accepts full responsibility for the acts/omissions of persons performing the Agreement, including in particular drivers, as well as entities to whom the transport service has been subcontracted, as a result of which the Principal or its client suffers damage.

17. The Carrier declares that any operations requiring reloading or storage outside the premises of Addit Sp. z o.o. shall be performed in places ensuring the security of the supply chain, and that loading and storage operations shall be performed by reliable personnel for whose actions the Carrier shall be liable.

18. The Carrier undertakes to comply with occupational health and safety as well as environmental protection rules applicable on the premises of Addit Sp. z o.o.

#### Article 5. Remuneration

1. In consideration of due performance of the Agreement, the Principal shall be obliged to pay the remuneration agreed by the Parties.

2. Settlement of the invoice for the transport service shall be conditional upon:

- proper and timely performance of the transport service by the Carrier;
- delivery to the Principal by the Carrier, within 10 days from the date of performance of the service, of a duly issued VAT invoice and complete, legible and correctly completed documents: the Transport Order, the consignment note or CMR documents confirmed by the consignee of the goods, as well as documents confirming closure of customs clearance by the competent authorities. The documents may be delivered electronically to e\_faktura@addit.pl;
- the invoice payment term shall be 60 days from the date of delivery of the complete documents enabling settlement of the invoice.

3. If the Principal receives from the Carrier incomplete documents or documents containing errors, the Principal shall request the Carrier to supplement or complete the documents by the due date of payment of the relevant invoice. If the Carrier fails to provide correct documents, the invoice shall not be posted.

4. If the customs clearance procedure is not duly closed, the Principal shall charge the Carrier a contractual penalty in the amount of 15% of the value of the Transport Order.

5. The Carrier declares that the bank account number indicated in the invoice has been included in the list referred to in Article 96b of the Act of 11 March 2004 on tax on goods and services (the "white list"). Otherwise, the Principal shall be entitled to withhold payment of the remuneration until the account number is entered in the above list. Such action by the Principal shall not constitute delay or default, and the Carrier shall not be entitled to any damages or interest on this account.

6. If the Parties have agreed the net remuneration in a foreign currency, the VAT invoice shall be issued in that currency.

7. The remuneration agreed by the Parties shall include all costs of the Carrier related to performance of the Agreement, including costs of waiting time at loading and unloading, road tolls and insurance.

8. The remuneration is determined on the basis of the rates applicable at the Principal for a given calendar year following the transport tender. Price negotiations during the calendar year are permissible and shall be based on the prices of Ekodisel diesel fuel according to ORLEN quotations. Adjustment of the rates requires the consent of the Parties and is permissible after an increase/decrease in the fuel price by more than 10%. Negotiations may be undertaken after the end of a calendar

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quarter. In the event of a change in the VAT rate, the remuneration shall be adjusted accordingly. A change in remuneration resulting from a change in the VAT rate shall not constitute an amendment to the Agreement and shall not require an annex. In the case of combined transports more than 50 km off route, the additional rebate shall amount to EUR 55 per delivery point, whereas in the case of Switzerland, for vehicles above 3.5 tonnes gross vehicle weight rating, it shall amount to minus EUR 75.

#### Article 6. Liability for Non-Performance or Improper Performance of the Agreement

1. The Carrier shall bear full responsibility for the condition and quantity of the goods from the moment of loading until the moment of unloading, including for any damage, loss or delays in delivery.
2. In the event of a complaint regarding the manner or quality of performance of the Agreement, damage to, loss of or theft of the Shipment, the Principal shall be entitled to withhold payment until a new amount of remuneration is agreed. Such action by the Principal shall not constitute delay or default, and the Carrier shall not be entitled to any damages or interest on this account.
3. The Carrier shall pay the Principal a contractual penalty:
  - a) for delay by the Carrier in performing any obligation arising from the Agreement for any reason – in the amount of 10% of the gross remuneration for each commenced day of delay, but not less than EUR 100,
  - b) for withdrawal from the Agreement by either Party for reasons attributable to the Carrier – in the amount of 100% of the gross remuneration,
  - c) for damage to, loss of or theft of the Shipment – in the amount of 100% of the gross remuneration,
4. The Principal shall be entitled to set off contractual penalties against the remuneration due to the Contractor.
5. The Principal may, on general principles, seek compensation for damage exceeding the amount of the contractual penalties.
6. The Carrier agrees that complaints may be submitted by the Principal by e-mail (electronically), and the relevant address shall be the e-mail address provided in the Transport Order.
7. The Principal shall be entitled to withdraw from the Agreement in whole or in part in the event of: delay by the Carrier in performing any obligation arising from the Agreement; or the occurrence of a material change in circumstances causing performance of the Agreement no longer to be in the Principal's interest, which could not have been foreseen at the time of conclusion of the Agreement.
8. Withdrawal from the Agreement shall be effected by means of a statement made in writing or documentary form, sent to the other Party by registered mail or electronic mail within 30 days from obtaining information about the circumstances justifying withdrawal.
9. Irrespective of the above provisions, if the Carrier delays performance of any obligation arising from the Agreement, the Principal shall be entitled to conclude an agreement with another carrier and to charge the Carrier with the difference in gross remuneration, while retaining the claim for compensation for damage resulting from the delay.
10. All stipulated penalties shall be independent from one another, shall not mutually exclude each other, and may be claimed jointly or separately.

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11. The obligation to pay penalties shall be independent of the amount of damage suffered by the Principal and independent of whether any damage has occurred.

12. If any penalties are imposed on the Principal or the Principal is charged with amounts due to failure to comply with order, health and safety, fire protection and other rules applicable at the places where the Agreement is performed (in particular at the place of loading and unloading), the Carrier shall be obliged to pay the Principal an amount equal to the penalty imposed on the Principal and reimburse all costs incurred by the Principal in connection with the Carrier's violations.

#### Article 7. Confidentiality

Any technical, organisational or commercial information of the Principal, or other information of economic value, which as a whole or in the particular combination and set of its elements is not generally known to persons usually dealing with this type of information or is not readily accessible to such persons, obtained by the Carrier in connection with the conclusion and performance of the Agreement, shall constitute the Principal's trade secret. Such information may be used by the Carrier and persons acting on its behalf solely for the purpose of performing the Agreement, except where disclosure thereof is required by mandatory provisions of law. The Carrier declares that it applies appropriate organisational and technical measures preventing disclosure of such information and also declares that persons acting on its behalf have been obliged to maintain confidentiality to the above extent.

#### Article 8. Personal Data Protection

1. In performance of the information obligation arising from Article 13 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 (hereinafter: "GDPR"), we inform that performance of this Agreement will involve the necessity to process personal data solely concerning entrepreneurs or their representatives representing contractors of Addit sp. z o.o. Without use of such personal data, conclusion and performance of the Agreement will not be possible. In order to ensure full control over the manner in which personal data are used, we provide the following information: the controller of personal data is Addit Spółka z ograniczoną odpowiedzialnością with its registered office in Węgrów, address: Przemysłowa 20, 07-100 Węgrów, KRS 0000113878, NIP 8241002542, REGON 710334177, e-mail contact: rodo@addit.pl.

2. The Parties consent to personal data related to performance of this Agreement being transmitted in unencrypted e-mails. The controller shall process only such personal data as have been provided by the Carrier and shall use them solely on the basis of and for the purpose of performing the Agreement. The data shall be stored for as long as is necessary to perform all obligations arising from the Agreement, including those specified by provisions of law, and for the purpose of pursuing claims. Thereafter, the data shall be stored for archival purposes.

3. Addit sp. z o.o. processes the personal data of the Carrier and its representatives (representing the enterprise) within its own IT systems and through entities processing data on behalf of the Controller (Article 28(3) GDPR), applying appropriate technical and organisational measures ensuring data security in accordance with Article 32 GDPR. The Carrier is not a processor of the Principal's data and does not process personal data of the Principal or its contractors within the meaning of Article 28 GDPR.

4. Addit sp. z o.o. guarantees to every person whose data it processes the right of access to data concerning them, their rectification, erasure, or restriction of processing. Such person may also exercise the right to object, the right to data

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portability where the data are in electronic form, and the right to lodge a complaint with the supervisory authority – the President of the Personal Data Protection Office.

**Article 9. Final Provisions**

1. In matters not regulated by the Agreement or the GTC, the provisions of the Civil Code, the Convention on the Contract for the International Carriage of Goods by Road (CMR), and other generally binding provisions of law shall apply.
2. Any disputes related to the Agreement shall be resolved by the Polish common court having territorial jurisdiction over the registered office of the Principal.

**MANAGER  
PURCHASING & LOGISTICS**

**Andrzej Szostek**



Manager Purchasing & Logistics

**BOARD MEMBER**

Managing Director

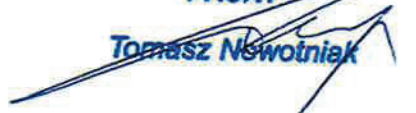
**Marcin Dominik**



General Director

**OPERATIONS MANAGER  
PROXY**

**Tomasz Nowotniak**



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